

## BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: Next Generation Construction

GEOGRAPHIC AREA: Region 2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With  
Administrative Fees:

1	.	2	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	6	8	0
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With  
Administrative Fees:

1	.	2	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With  
Administrative Fees:

1	.	2	6	8	0
---	---	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With  
Administrative Fees:

1	.	1	8	8	0
---	---	---	---	---	---

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	5		
---	---	---	---	--	--

(See Bid Form 2 for calculation procedure)

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CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

## BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: Plumbing Construction

CONTRACTOR NAME: Next Generation Construction

GEOGRAPHIC AREA: Region #2

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1.A Adjustment Factor With  
Administrative Fees:

1	.	2	7	5	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	9	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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3.A Adjustment Factor With  
Administrative Fees:

1	.	2	7	5	0
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(Specify to four decimal places)

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4.A Adjustment Factor With Administrative Fees:

1	.	2	9	0	0
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(Specify to four decimal places)

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5.A Adjustment Factor With Administrative Fees:

1	.	2	1	5	0
---	---	---	---	---	---

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	8		
---	---	---	---	--	--

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CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: Next Generation Construction

GEOGRAPHIC AREA: Region 2

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1.A Adjustment Factor With  
Administrative Fees:

1	.	2	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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2.A Adjustment Factor With  
Administrative Fees:

1	.	2	6	8	0
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(Specify to four decimal places)

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(Specify to four decimal places)

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6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	5		
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1	.	2	4	5	0
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(Specify to four decimal places)

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2.A Adjustment Factor With  
Administrative Fees:

1	.	2	6	8	0
---	---	---	---	---	---

(Specify to four decimal places)

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3.A Adjustment Factor With  
Administrative Fees:

1	.	2	4	5	0
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(Specify to four decimal places)

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4.A Adjustment Factor With Administrative Fees:

1	.	2	6	8	0
---	---	---	---	---	---

(Specify to four decimal places)

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5.A Adjustment Factor With Administrative Fees:

1	.	1	8	8	0
---	---	---	---	---	---

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	5		
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CONTRACT #/TRADE: Plumbing Construction

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GEOGRAPHIC AREA: Region #2

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1.A Adjustment Factor With  
Administrative Fees:

1	.	2	7	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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2.A Adjustment Factor With  
Administrative Fees:

1	.	2	9	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

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Administrative Fees:

1	.	2	7	5	0
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(Specify to four decimal places)

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4.A Adjustment Factor With Administrative Fees:

1	.	2	9	0	0
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(Specify to four decimal places)

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1	.	2	1	5	0
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6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	8		
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Administrative Fees:

1	.	2	4	5	0
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(Specify to four decimal places)

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2.A Adjustment Factor With  
Administrative Fees:

1	.	2	6	8	0
---	---	---	---	---	---

(Specify to four decimal places)

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1	.	2	4	5	0
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(Specify to four decimal places)

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1	.	1	8	8	0
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6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	5		
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1	.	2	4	5	0
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(Specify to four decimal places)

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2.A Adjustment Factor With  
Administrative Fees:

1	.	2	6	8	0
---	---	---	---	---	---

(Specify to four decimal places)

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3.A Adjustment Factor With  
Administrative Fees:

1	.	2	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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Administrative Fees:

1	.	2	6	8	0
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Administrative Fees:

1	.	1	8	8	0
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6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	5		
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GEOGRAPHIC AREA: Region #2

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1	.	2	9	0	0
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1	.	2	8		
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1	.	2	6	8	0
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## BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: General construction

CONTRACTOR NAME: Next Generation Construction

GEOGRAPHICAL REGION: Region 2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

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## BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: General construction

CONTRACTOR NAME: Next Generation Construction

GEOGRAPHICAL REGION: Region 2

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## BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: Plumbing Construction

CONTRACTOR NAME: Next Generation Construction

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	1.275_____
Line 2.	Multiply Line 1 by .50	0.64_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.29_____
Line 4.	Multiply Line 3 by .10	0.13_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.275_____
Line 6.	Multiply Line 5 by .20	0.26_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.29_____
Line 8.	Multiply Line 7 by .10	0.13_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.215_____
Line 10.	Multiply Line 5 by .10	.12_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	1.28_____

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

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## BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. Provide your company's official registered name/legal name?

*-Next Generation Construction, LLC*

*Next Generation Construction tax ID#: 27-0387434*

*Next Generation Service Group tax ID#: 85-3092832 - Plumbing Contractor*

2. Provide your corporate address, and if different provide your bidder remittance address:

*Corporate Address: 4317 Chester Ave*

*Cleveland, Ohio 44103*

*Remittance Address:*

3. Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:

*Name: Shakorie Davis*

*Title: President*

*Office Phone #: 216-862-1727*

*Cell Phone #: 216-376-0523*

*Email: nexqenl60@gmail.com*

4. *Provide information on your company's representative/contact person authorized to address contractual issues, including the authority to execute a contract and to whom legal notices regarding contract termination or breach should be sent:*

Name: Mike Leonette

Title: Operations Manager

Office Phone #: \_\_\_\_\_

Cell Phone #: 443-759-0634

Email: mleonette@nxtqc.com

5. *Please provide a brief history of your company, including the year it was established:*

*-Next Generation Construction LLC, is a multi-faceted construction company established in 2009 by President Shakorie Davis that specializes in carpentry. Next Generation Construction takes pride in staying on the cutting edge of industry standard and trends, while keeping staff development at its' core. Whether providing Construction Management Services, Design Build, General Contracting, Pre-construction, Scheduling or Direct Carpentry Services.*

6. *What was your annual construction volume over last three (3) years?*

*-Next Generation's Average volume over past 3 years is \$15 million*

7. *What are your overall public sector sales, excluding Federal Government, for last three (3) years?*

*-Next Generations' Public sales over past 3 years equal approximately \$4.8 million*

8. *What is your strategy to increase market share in the public sector?*

Next Generations' strategy will look to increase our visibility in the public sector and make the sector aware of our talented team through effective advertising and outreach. We will look to convey we have a team of seasoned professional capable of implementing the JOC program

9. *What differentiates your company from competitors in the public sector?*

*Next Generation has a unique company make up comprised of subject matter experts in mechanical, electrical, plumbing and general trades. Along with the ability to self-perform allows us to streamline processes. Next Generation is able to self-perform General trades along with*

*Plumbing scopes of work. Next Generation has the ability to take on and complete any project type presented.*

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes

☐ No

- a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

☒ Yes

☐ No

10. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

EMR-

2020-1

2021-0.98

2022-0.5

## BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☒ Yes ☐ No

List certifying agency: \_\_\_\_\_ Ohio, city of Cleveland \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

☒ Yes ☐ No

List certifying agency: \_\_\_\_\_ Ohio, city of Cleveland \_\_\_\_\_

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

## BID FORM 5: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.



March 27, 2023

Next Generation Construction  
4317 Chester Avenue  
Cleveland, OH 44103

RE: Bonding Capacity

To Whom It May Concern:

Please allow this letter to confirm that Next Generation Construction is a valued customer of AssuredPartners. We have a bonding program established on their behalf through Nationwide Mutual Insurance Company ("Nationwide") that supports single projects up to \$7,500,000 and \$15,000,000 aggregate.

Nationwide is licensed in all states, including Ohio and is also on the U.S. Treasury Department's list of approved surety companies (Federal Register, Circular 570). Nationwide is rated "A+" (Superior) XV by the A.M. Best Co. rating agency. Nationwide has been their agent for over four years.

They have successfully built a wide variety of projects for many satisfied owners. Based on our relationship with its principal, we highly recommend Next Generation Construction for consideration.

Please note that the decision to issue performance and payment bonds is a matter between Next Generation Construction and Nationwide Mutual Insurance Company and will be subject to their standard underwriting at the time of any bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please do not hesitate to call me if we can be of any further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kris Heinrich'.

Kris Heinrich  
Surety Account Representative  
440-895-6326

INSURANCE      SURETY      EMPLOYEE BENEFITS  
3900 Kardon Lakes Pkwy, Suite 300 • Richfield, OH 44286 • (440) 333-9000 • Fax (440) 256-2126 • (800) 860-0090

[www.AssuredPartners.com](http://www.AssuredPartners.com)



## BID FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

### Executive Contact

Contact Person: \_\_\_\_\_ John Yazvac \_\_\_\_\_  
Title: \_\_\_\_\_ Vice President \_\_\_\_\_  
Company: \_\_\_\_\_ Next Generation Construction \_\_\_\_\_  
Address: \_\_\_\_\_ 4317 Chester Ave. \_\_\_\_\_  
City: \_\_\_\_\_ Cleveland \_\_\_\_\_ State: \_\_\_\_\_ Ohio \_\_\_\_\_ Zip: \_\_\_\_\_ 4103 \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ jyazac@nxtgc.com \_\_\_\_\_



#### Education

Civil Engineering Technology  
Lakeland Community College

#### Training and Certifications

OSHA 30 Certificate  
ICRA 8 hour Certified  
Project Management /Preconstruction Software-  
(Blue Beam, Planswift, PlanGrid, Total Bid, Ariba,  
Gordian, Textura)  
Subcontractor Communication Construction  
Contracts  
Scheduling  
Reading Blueprints



**John Yazvac**

Vice President/ Project Executive

#### Bio

John started his construction career as a co-op student back in 2001 at Mid Continent Construction. John worked at Mid Continent Construction for 20 years before joining Next Generation in March of 2021. He started as a co-op student working as submittal coordinator. Through the years he was constantly promoted and became a Project Manager/Estimator. John has worked on all types and sizes of projects over his career but his main focus was in the healthcare industry. Healthcare requires a strong attention to detail and high-level personnel management skills. John demonstrated these qualities early on and is continually striving to perfect them. He is well respected in the industry for his knowledge and commitment to success.

#### Professional Experience

Next Generation Construction  
Operations manager/ Project Manager: 2021-Present  
Mid Continent Construction  
Project Manager/Estimator: 2001-2021

#### Project Highlights

UN Suburban renovations-Project Executive - \$8million  
Rocket Mortgage Field House – Family Suites-PM- \$500K  
Cleveland Clinic– ‘P’ Decant Multiple projects to move employees out of  
P building – Project Executive- \$1.7 Million  
University Hospital – Ahuja Medical Center Phase 2-PM- \$4 million  
University Hospital – MSC Renovation – Project Executive- \$8 Million  
Cleveland Clinic– JOC Projects -Renovations (various locations)- PM -  
\$20K-300K  
Cleveland Clinic – ‘R’ Building Children’s Hospital –Carpentry Package –  
Project executive - \$1.5million

## Account Manager / Sales Lead

Contact Person: \_\_\_\_\_ Marcel Clopton \_\_\_\_\_  
Title: \_\_\_\_\_ Chief Pre-construction Officer \_\_\_\_\_  
Company: \_\_\_\_\_ Next Generation Construction \_\_\_\_\_  
Address: \_\_\_\_\_ 4317 Chester Ave \_\_\_\_\_  
City: \_\_\_\_\_ Cleveland \_\_\_\_\_ State: \_\_\_\_\_ Ohio \_\_\_\_\_ Zip: \_\_\_\_\_ 44103 \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ mclopton@nxtg.com \_\_\_\_\_



### Education

Bachelor of Science,  
Construction Management  
Kent State University

### Affiliations & Recognition

GAC 30 for the Future Award Recipient  
Board Member, Humane Society of Summit  
County  
Vice President of Administration of the Kent  
Junior Chamber of Commerce  
Rebuilding Together/Adopt a Highway/Habitat  
for Humanity Volunteer  
Wrestlers in Business Organization  
Kent State Construction Management  
Organization  
YPN (Young Professionals Network)  
Assistant Wrestling Coach at Shaker Heights High  
School  
MAC Award Winner  
Youth Wrestling Counselor

### Training and Certifications

OSHA 30 Certificate  
Project Management /Preconstruction Software-  
(Proest, Blue Beam, Planswift, PlanGrid, Total  
Bid, Ariba, CP bid, Lucernex, Gordian, Monday)  
Builders Exchange, Blue Book, Building  
connected  
Coursework in Principles of Management and  
Microeconomics  
Subcontractor Communication Construction  
Contracts  
Scheduling  
Reading Blueprints



## **Marcel Clopton**

Preconstruction Manager

### Bio

Marcel's interest in the construction industry began his sophomore year at Shaker Heights High School while taking architecture classes. Marcel often helped labor for his uncle's home improvement company. As a state finalist and All-American wrestler, he landed at Kent State University to wrestle and pursue a degree in construction management. Upon finishing his degree, he worked for Kent State managing the painting of resident related buildings. Next, as he worked his way into the commercial construction industry which makes up the majority of his 15 years of experience starting as an assistant superintendent/project manager on an 12 Million dollar historic renovation and quickly rose to project manager/estimator and then on to Chief Estimator and head of Safety. Currently he is serving as Preconstruction manager for Next Generation. Marcel has a long history of keeping projects on budget and on time. He has been involved in a wide range of projects including-retail, civic, nonprofit, industrial and financial. Marcel looks to work with his clients as team members with the same goals and is willing to do whatever it takes to accomplish those goals.

### Professional Experience

Next Generation Construction  
Chief Estimator/ Safety Consultant: 2022-Present  
Metis Construction Services  
Chief Estimator/ Safety Consultant: 2019-2022  
Lead Estimator/ Safety Consultant: 2012-2018  
Kent State University  
Adjunct Professor-Estimating: 2018-2018  
Shaker Heights High School  
Assistant Wrestling Coach: 2014-Present  
Kent State University  
Supervisor/Manager of Painting: 2012

### Project Highlights

Chase Bank- Multiple Path of travel projects -Renovations - \$10K-250K  
Chase Bank- Multiple Branch refresh projects - Renovations - \$20K-300K  
CMHA(gordian)- Multiple refresh projects -Renovations - \$20K-80K  
Acorn Alley Complex - Multiple Facility projects -renovations- \$10k-50K  
Akron First Energy Complex - Multiple Facility projects -renovations- \$10k-50K

**Contract Management (if different than the Sales Lead)**

Contact Person: \_\_\_\_\_ Mike Leonette \_\_\_\_\_  
Title: \_\_\_\_\_ Operations Manager \_\_\_\_\_  
Company: \_\_\_\_\_ Next Generation Construction \_\_\_\_\_  
Address: \_\_\_\_\_ 4317 Chester Ave \_\_\_\_\_  
City: \_\_\_\_\_ Cleveland \_\_\_\_\_ State: \_\_\_\_\_ Ohio \_\_\_\_\_ Zip: \_\_\_\_\_ 44103 \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ mleonette@nxtgc.com \_\_\_\_\_



**Education**

Bachelor of Science,  
General Sciences  
University of Dayton

Master of Business Administration  
Indiana Wesleyan University

**Associate**

Construction Engineering  
University of Akron

**Training and Certifications**

OSHA 30 Certificate  
Primavera P3 & P6  
Timberline  
ProContractor  
SharePoint  
AutoCAD  
Microsoft Office Suite  
Bluebeam  
ViewPoint  
ProCore  
Destini Profiler & Data Manager  
Destini Estimator  
Contracts  
Scheduling  
Reading Blueprints



**MICHAEL J. LEONETTE**

Operations Manager

**Bio**

Mike with 25 years of experience has a In-depth knowledge of engineering and architecture development and concepts, product costing and management, and business procurement practices. He is a focused and highly skilled team worker with excellent communication, organizational, and customer services skills, along with a broad knowledge of computer systems, designs, and analytical projects. Mike Has been involved in all aspects of construction from business development to preconstruction to project management. Furthermore, he has project experience ranging from Industrial to commercial and site utility upgrade.

**Professional Experience**

*Next Generation Construction*  
Operations Manager: 2023-Present  
*The Austin Company*  
Project Manager: 2018-2023  
Preconstruction Manager: 2016-2018  
Purchasing Manager: 2012-2016  
*The Haven Group*  
Senior Project Manager: 2011-2011  
*Hawkeye Construction*  
Project Manager: 2010-2011  
*Ferguson Enterprises, Inc.*  
Account Manager: 2006-2009

**Project Highlights**

*American Electric Power (AEP) Technical Support Center*  
*Florida Power & Light (FPL) Flagler Service Center Storm Hardening Project*  
*Florida Power & Light (FPL) Service Center Field Office*  
*Florida Power & Light (FPL) Distribution South Campus (DSC)*  
*Mitsubishi Power Systems Savannah Machinery Works*  
*Bimbo Bakeries - Lehigh Valley, PA*  
*Cheryl's Cookies - Westerville, OH*

### **Billing & Reporting/Accounts Payable**

Contact Person: \_\_\_\_\_ Brandie Bailey \_\_\_\_\_  
Title: \_\_\_\_\_ Controller \_\_\_\_\_  
Company: \_\_\_\_\_ Next Generation Construction \_\_\_\_\_  
Address: \_\_\_\_\_ 4317 Chester Ave \_\_\_\_\_  
City: \_\_\_\_\_ Cleveland \_\_\_\_\_ State: \_\_\_\_\_ Ohio \_\_\_\_\_ Zip: \_\_\_\_\_ 44103 \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ bbailey@nxtgc.com \_\_\_\_\_



#### Education

Accounting Studies  
David N. Meyer University

#### Affiliations & Recognition

WHO'S WHO OF BLACK CLEVELAND

#### Training and Certifications

SWPPP Certified  
Foundation, ADP Workforce Now, MS Office,  
RetailPro, BusinessWorks, BlackBoard,  
PeopleSoft, Timberline, QuickBooks, Viewpoint  
B2Gnow, LCPTracker, Sharepoint, OAKS, SAP  
Procore



**Brandie Bailey**  
Controller

#### Bio

With more than 20 Years of construction experience. Brandie is serving as the Controller for Next Generation. She has been involved with construction since 2003 when she served as a property manager for Wakeforest Homes. Brandie calls Northeast Ohio home along with, her husband and son. She is a proud CMSD graduate with a love for construction as she took on the complete interior remodel of her own home. Brandie provides structure and organization for Next Generation and subcontractors contractors alike. Typically, if a problem exists Brandie can fix it.

#### Professional Experience

Next Generation Construction  
Controller: 2022-Present  
Penzco Construction Company  
Project Accountant: 2016-2022  
THE AKA TEAM JV TURNER/REGENCY/AKA  
Project Engineer/Assistant Superintendent: 2015-2016  
Fashion World, INC.  
Chief Accountant: 2010-2015

Contact Person: \_\_\_\_\_ Kurt Kaufman \_\_\_\_\_

Title: \_\_\_\_\_ Asst. Operations Manager \_\_\_\_\_

Company: \_\_\_\_\_ Next Generation Construction \_\_\_\_\_

Address: \_\_\_\_\_ 4317 Chester Ave \_\_\_\_\_

City: \_\_\_\_\_ Cleveland \_\_\_\_\_ State: \_\_\_\_\_ Ohio \_\_\_\_\_ Zip: \_\_\_\_\_ 44103 \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ kkaufman@nxtgc.com \_\_\_\_\_



#### Education

Bachelor of Fine Arts,  
Illustration  
Cleveland Institute of Art  
Associates (did not graduate)  
IT Networking Software  
Cuyahoga Community College

#### Strengths

Operations Management  
Process Improvement  
Company / Product Launches  
HR Leadership  
Team Leadership  
IT Management  
Logistics Management  
Expense / Budget Management  
Facilities / Maintenance

#### Training and Certifications

Project Management /Operations Software -  
(Procore, Microsoft Office Suite Software, Google  
Drive, Dropbox, WordPress, Adobe Creative  
Suite)  
Cyber Security Certification  
First Aid/CPR/AED Certification  
Powered Industrial Trucks – Class IV Certification  
MEWP/Aerial Lift Certification  
Fall Protection Certification  
Contracts  
Scheduling

#### Community Volunteer Work

Safe House Liaison and Meal Provision Volunteer,  
Rahab Ministries  
Global | Local Humanitarian Meal Needs  
Volunteer, Akron-Canton Regional Foodbank  
Community Support Representative, Saint John  
Newman



### **Kurt D. Kaufman**

Assist. Operations Manager | Project Engineer

#### Bio

Kurt joined Next Generation Construction in 2023 and serves as Asst. Operations Manager | Project Engineer. He is an experienced business leader with a history of driving sales increases, cost reductions, new company/product launches, and customer satisfaction with operational programs/practices. Kurt is a versatile professional helping to scale Next Generation with his with diverse operational experience in IT, HR, operations, maintenance/facilities, and customer experience areas. He is an accomplished leader who turns around group performance, develops high-performing teams, and streamlines operations across a wide range of industries in his history of operations management. In his free time, he enjoys photography and hiking with his wife Olesya, his two stepchildren Vlad, and Sophia, and their dogs Charlie, and Rio.

#### Professional Experience

*Next Generation Construction*  
Assist. Operations Manager | Project Engineer: 2023-Present  
*Faber Building Company*  
Operations Manager: 2020-2023  
*Buco di Beppo*  
General Manager: 2019-2020  
*Strategic Real Estate Coach*  
Operations Manager | Director of Live Events: 2015-2019  
Asst. Operations Manager: 2014-2015  
*Freeland Ventures*  
Operations Manager | Director of Live Events: 2017-2019  
*Buco di Beppo & Planet Hollywood*  
General Manager | Corporate Trainer: 2009-2014

#### Selected Accomplishments

*Designed phase codes for Procore with reduced \$100K+ in errors.*  
*Developed and enforced an OSHA standard safety training program.*  
*Developed and implemented employee career development pathway.*  
*Implemented structural setup and training of company software, and policies.*  
*Created and developed standard operating procedures for company university.*  
*Created/implemented SOPs and forms which saved hundreds of manpower hours.*  
*Built an inventory management tool that saved the company thousands in lost tools.*  
*Coordinated lodging and logistics for remote work management and setup for multiple projects.*  
*Streamlined the management of licenses and memberships which produced substantial savings.*



## BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

1.

- a) Entity Name -Cuyahoga County
- b) Contact Name and Title- Eric Mack, Project manager.
- c) City and State- Cleveland Ohio
- d) Phone Number- 216-215-6292
- e) Years Serviced- 1 year.
- f) Description of Services -COVID Construction Services for compliance
- g) Annual Volume -600k

2.

- a) Entity Name- Metro Health Hospital
- b) Contact Name and Title- Margaret Hewitt, Project Manager
- c) City and State- Cleveland Ohio
- d) Phone Number- 216-778-5871
- e) Years Serviced- 1 year.
- f) Description of Services- Construction Renovation Services
- g) Annual Volume- 50k

3.

- a) Entity Name- Metro Health Hospital
- b) Contact Name and Title- Earl Baumgartner, Project Manager
- c) City and State- Cleveland Ohio
- d) Phone Number-216-780-6903
- e) Years Serviced- 1 year.
- f) Description of Services- Renovation to existing Millwork
- g) Annual Volume- 5k

4.

- a) Entity Name- University Hospital
- b) Contact Name and Title- Lori Alberino, Sr. Project Manager
- c) City and State- Cleveland(various locations) Ohio
- d) Phone Number- 216-308-1433
- e) Years Serviced -7 Years
- f) Description of Services- Construction Renovation Services
- g) Annual Volume- 5 Million

5.

- a) Entity Name- Gilbane Via Cuyahoga Community College
- b) Contact Name and Title- Todd Gerber, Project Manager
- c) City and State- Cleveland Ohio
- d) Phone Number- 216-857-3507
- e) Years Serviced- 2 years.
- f) Description of Services- General Trade construction Services
- g) Annual Volume- 1.5 Million

### Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name

Contract Number

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None

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2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.



08/10/2022

Shakorie Davis  
Next Generation Construction, LLC  
4317 Chester Avenue  
Cleveland, OH 44103

Certification Number: **MBE-221152**  
Effective Dates: **08/10/2022** through **08/10/2024**

Dear Shakorie Davis:

The Ohio Department of Development, Minority Business Development Division (MBDD) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. The Ohio Department of Development, Minority Business Development Division is pleased to inform you that Next Generation Construction, LLC has been certified by MBDD as a MBE Business Enterprise.

The Ohio Department of Development, Minority Business Development Division has determined that Next Generation Construction, LLC satisfactorily meets the requirements set forth in Section 123:2-14 of Administrative Code as is required for participation in the MBE program. This certification letter shall serve as the state's official certification.

This letter also acknowledges that Next Generation Construction, LLC has been categorized under the Construction category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

- |     |          |   |
|-----|----------|---|
| 1.  | 30162400 | Partition walls   |
| 2.  | 30171500 | Doors   |
| 3.  | 30171800 | Skylights   |
| 4.  | 30172100 | Garage doors and operators                                |
| 5.  | 46171500 | Locks and security hardware and accessories               |
| 6.  | 47131700 | Restroom supplies   |
| 7.  | 56101900 | General furniture parts and accessories                   |
| 8.  | 72121100 | Commercial and office building construction services      |
| 9.  | 72121400 | Specialized public building construction services         |
| 10. | 72141400 | Detention facility construction and repair services       |
| 11. | 72152000 | Plastering and drywall services                           |
| 12. | 72152400 | Window and door installation and erection services        |
| 13. | 72153600 | Interior finishing and furnishing and remodeling services |

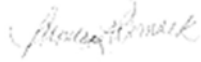
NOTE: Next Generation Construction, LLC is required to inform MBDD in writing (letter or email) within 30 days of the occurrence of any material change(s). A material change is defined as: any change in circumstances affecting the business or the at least 51 percent eligible owner(s); including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any material change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to MBDD of any changes to the company's name, business address, Email address, telephone numbers, principal products/service or other basic contact and commercial activity information. For additional information, please refer to Ohio Administrative Code 123:2-14.01, 123:2-14.02, and 123:2-14.07.



Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for MBDD's review relative to the Next Generation Construction, LLC's eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact MBDD at 614-466-8380.

Sincerely,



Monica L. Womack  
Interim Chief  
Minority Business Development Division







CONTRACTOR LICENSE  
General

GC: Next Generation Construction  
4317 Chester Avenue  
Cleveland, OH 44103

THIS IS TO AUTHORIZE : Next Generation Construction  
TO OPERATE AS A : General  
LICENSE # : CL22-000005  
ISSUE DATE : 06/24/2022  
FEE : \$125.00

THIS REGISTRATION IS ISSUED SUBJECT TO THE CONDITIONS, RESTRICTIONS, AND LIMITATIONS OF THE ORDINANCES AND REGULATIONS OF THE CITY OF SHAKER HEIGHTS AND THE LAWS OF THE STATE OF OHIO.

THIS REGISTRATION MAY BE REVOKED AS PROVIDED BY LAW.

REGISTRATION IS HEREBY GRANTED BY: DAVE KULCSAR  
CHIEF BUILDING OFFICIAL

NOTICE: (1) PLEASE NOTIFY OUR OFFICE IMMEDIATELY OF ANY CHANGE OF ADDRESS.

(2) THIS LICENSE WILL EXPIRE ON 12/31/2022

(NON-TRANSFERABLE) / (NON-REFUNDABLE)

A payment of \$125.00 (Receipt number: 1421) was received for this registration.

3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

-Next Generation is currently part of the JOC programs in partnership with Cleveland Clinic and CMHA (Cuyahoga Metropolitan Housing Authority). Next Generation has employees with Years of experience in the JOC programs.

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

-N/A

5. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable  
☐ Is not owned or operated by anyone who has been convicted of a felony.  
☒ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

3/28/2023

To whom it may concern:

Please read below for details regarding my background:

10/11/1996 – Attempted Robbery

I was still in high school and two days after my 18<sup>th</sup> birthday, I was involved in a fight at South Highschool and during the fight I snatched a guy's necklace. I was arrested immediately after the altercation and eventually given probation. The Judge for my case was Nancy Russo and I will never forget the words she said to me in court. I was a good student and she stated that she wished that I did not plead guilty. I did not know a felony conviction would have affected me in my future. At that time, I knew I would do what I had to do to be back home with my parents.

2/16/1999 - Drug Possession

I was standing on a street corner peddling crack cocaine, and I was arrested and sent to jail for 15 months.

12/07/2001 – Drug Possession

I was standing on a street corner peddling crack cocaine, and I was arrested and sent to jail for 26 months.

For the past 21 years, I have been an upstanding member of my community, husband of 20 years and the father of 4 children, all currently in college. I have made it my mission to be a positive leader and build back the same communities that unfortunately I contributed to tearing down in my younger years. I volunteer in underserved communities; I am a board member of the CEA and Cleveland Builds a non-profit that is dedicated to connecting people with successful and fulfilling jobs in the building trades. I also serve as a board member of the Northern Association of Minority Contractors and the Union – Miles Development Corporation.

In closing, I would hope that my poor decisions and immaturity of my youth do not overshadow my accomplishments of the present.

Thank you for your time,

Shakorie Davis



## BID FORM 8: AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

☒ **Yes** We agree to consider working in areas outside of the Geographic Region.

☐ **No** We will NOT consider working outside of the Geographic Region.

### Signature

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: Next Generation Construction \_\_\_\_\_

City/State/Zip: Cleveland/Ohio/44103 \_\_\_\_\_

Telephone No.: 216 269 9196 \_\_\_\_\_

If a partnership, names and addresses of partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Notarized**

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 20 23

Notary Public in and for the County of Cuyahoga

State of Ohio

My commission expires: 9-3-2023

Signature: \_\_\_\_\_



STEVEN C. SZY  
Notary Public, State of Ohio  
My Commission Expires  
September 3, 2023

## BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. *Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? YES

(Initials of Authorized Representative)

### **2. *Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and

participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? YES  
(Initials of Authorized Representative)

### **3. *Equal Employment Opportunity***

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? YES  
(Initials of Authorized Representative)

### **4. *Davis-Bacon Act***

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? YES  
(Initials of Authorized Representative)

### **5. *Contract Work Hours and Safety Standards Act***

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **6. *Right to Inventions Made Under a Contract or Agreement***

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **7. *Clean Air Act and Federal Water Pollution Control Act***

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **8. *Debarment and Suspension***

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235),



“Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? YES  
(Initials of Authorized Representative)

#### **9. *Byrd Anti-Lobbying Amendment***

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? YES  
(Initials of Authorized Representative)

#### **10. *Procurement of Recovered Materials***

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? YES  
(Initials of Authorized Representative)

#### **11. *Profit as a Separate Element of Price***

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the

price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? YES

(Initials of Authorized Representative)

#### **15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? MC

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized  
signature:



---

Printed Name:

Marcel Clopton

---

Company Name:

Next Generation Construction

---

Mailing Address:

4317 Chester Ave., Cleveland OH 44103

---

Job Title:

Chief Pre-construction Officer

---

## BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS




## BID FORM 11: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: \_\_\_\_\_ Next Generation Construction \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_ Chief Pre-construction Officer \_\_\_\_\_

Mailing Address: \_\_\_\_\_ 4317 Chester Ave., Cleveland, OH 44103 \_\_\_\_\_

Signature:  \_\_\_\_\_

## BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

---

### Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

## BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG ITB MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's submission being deemed nonresponsive to this ITB.**

I, Marcel Clopton , hereby certify and affirm that \_\_\_\_\_ Next Generation Construction \_\_\_\_\_ has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Marcel Clopton , hereby certify and affirm that \_\_\_\_\_ Next Generation Construction \_\_\_\_\_, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I \_\_\_\_\_ Marcel Clopton , hereby certify and affirm that \_\_\_\_\_ Next Generation Construction \_\_\_\_\_, not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I \_Marcel Clopton , hereby certify and affirm that \_\_\_\_\_ Next Generation Construction \_\_\_\_\_, either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate

remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.



## BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

### **16. Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

### **17. Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



3/28/23

## BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
- ☒ No

## BID FORM 16: MANDATORY DISCLOSURES

### **1. *Mandatory Contract Performance Disclosure.***

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

### **2. *Mandatory Disclosure of Governmental Investigations.***


Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

# BID FORM 17: SET ASIDE MASTER AGREEMENT SIGNATURE FORM

**BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Next Generation Construction
Address	4317 Chester Ave
City/State/Zip	Cleveland, Ohio 44103
Phone Number	216 269 9196
Email Address	mclopton@nxtgc.com
Printed Name	Marcel Clopton
Job Title	Chief Pre-construction Officer
Authorized Signature	

## Initial Term of the Master Agreement

Contract Effective Date:	May 1, 2023
Contract Expiration Date:	April 30, 2025
Contract Number:	

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By:	
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	

By:	
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	

March 27, 2023

Next Generation Construction  
4317 Chester Avenue  
Cleveland, OH 44103

RE: Bonding Capacity

To Whom It May Concern:

Please allow this letter to confirm that Next Generation Construction is a valued customer of AssuredPartners. We have a bonding program established on their behalf through Nationwide Mutual Insurance Company ("Nationwide") that supports single projects up to \$7,500,000 and \$15,000,000 aggregate.

Nationwide is licensed in all states, including Ohio and is also on the U.S. Treasury Department's list of approved surety companies (Federal Register, Circular 570). Nationwide is rated "A+" (Superior) XV by the A.M. Best Co. rating agency. Nationwide has been their agent for over four years

They have successfully built a wide variety of projects for many satisfied owners. Based on our relationship with its principal, we highly recommend Next Generation Construction for consideration.

Please note that the decision to issue performance and payment bonds is a matter between Next Generation Construction and Nationwide Mutual Insurance Company and will be subject to their standard underwriting at the time of any bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please do not hesitate to call me if we can be of any further assistance.

Sincerely,



Kris Heinrich  
Surety Account Representative  
440-895-6326

INSURANCE

SURETY

EMPLOYEE BENEFITS



March 4, 2023

Mr. Shakorie Davis  
Next Generation Construction, LLC  
4317 Chester Ave  
Suite 103  
Cleveland, OH 44103

Dear Mr. Shakorie Davis:

The Mayor's Office of Equal Opportunity is pleased to inform you that after careful review of your application and the additional supporting documentation, it has been determined that your business has met the certification requirements and has been granted status as a Cleveland Small, Minority, and Local Producer (CSB/MBE/LPE) Ent. with the City of Cleveland.

You can find your Approval Letter and Certificate by logging into the system at <https://cleveland.diversitycompliance.com/>. Click on View, My Certifications, View the top certification and click on View Letters and Certificate button.

Should any changes occur within your company that affect the area of ownership, managerial, and operational control, please notify this office in written notification within thirty (30) days of the occurrence. Failure to notify this office of changes or providing your certification application in a timely manner can result in revocation of your certification status. If you have any questions or concerns, please do not hesitate to contact me at (216) 664-4152.

Congratulations on your certification!

Sincerely,

A handwritten signature in blue ink that reads "Nora Singleton".

Nora Singleton  
Certification Officer





## Department of Development

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

08/10/2022

Shakorie Davis  
Next Generation Construction, LLC  
4317 Chester Avenue  
Cleveland, OH 44103

Certification Number: **MBE-221152**  
Effective Dates: **08/10/2022** through **08/10/2024**

Dear Shakorie Davis:

The Ohio Department of Development, Minority Business Development Division (MBDD) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. The Ohio Department of Development, Minority Business Development Division is pleased to inform you that Next Generation Construction, LLC has been certified by MBDD as a MBE Business Enterprise.

The Ohio Department of Development, Minority Business Development Division has determined that Next Generation Construction, LLC satisfactorily meets the requirements set forth in Section 123:2-14 of Administrative Code as is required for participation in the MBE program. This certification letter shall serve as the state's official certification.

This letter also acknowledges that Next Generation Construction, LLC has been categorized under the Construction category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 30162400 Partition walls
2. 30171500 Doors
3. 30171800 Skylights
4. 30172100 Garage doors and operators
5. 46171500 Locks and security hardware and accessories
6. 47131700 Restroom supplies
7. 56101900 General furniture parts and accessories
8. 72121100 Commercial and office building construction services
9. 72121400 Specialized public building construction services
10. 72141400 Detention facility construction and repair services
11. 72152000 Plastering and drywall services
12. 72152400 Window and door installation and erection services
13. 72153600 Interior finishing and furnishing and remodeling services

NOTE: Next Generation Construction, LLC is required to inform MBDD in writing (letter or email) within 30 days of the occurrence of any material change(s). A material change is defined as: any change in circumstances affecting the business or the at least 51 percent eligible owner(s); including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any material change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to MBDD of any changes to the company's name, business address, Email address, telephone numbers, principal products/service or other basic contact and commercial activity information. For additional information, please refer to Ohio Administrative Code 123:2-14-01, 123:2-14-02, and 123:2-14-07.

Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for MBDD's review relative to the Next Generation Construction, LLC's eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact MBDD at 614-466-8380.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monica L. Womack".

Monica L. Womack  
Interim Chief  
Minority Business Development Division





**CITY OF CLEVELAND**  
**Department of Building and Housing**  
**Division of Construction Permitting**

CR23005636

## **Certificate of Registration**

Plumbing Contractor

This Will Certify that **SHAKORIE DAVIS** representing **NEXT GENERATION SERVICE GROUP LLC**, doing business at **4317 CHESTER AVE, , CLEVELAND, OH 44103** has qualified as required by law, is duly registered and is hereby authorized to engage in the business as a **Plumbing Contractor** within the corporate limits of the City of Cleveland pursuant with the provision and regulations of the Codified Ordinance of the City of Cleveland.

**This Certificate Expires 12/31/2023**

**PAID MAR 9 2 2023**

CR23005636

A handwritten signature in black ink, appearing to read "D. Davis", written over a horizontal line.

Director of Building and Housing