

Statement of Qualifications

NCPA

National Cooperative Purchasing Alliance



Job Order Contracting (JOC) Services

Solicitation Number: 23-19

Due: July 23, 2019

2:00 PM (CST)



ELECTRONIC COPY

CORE



CORE Construction, Inc.
3036 East Greenway Road
Phoenix, AZ 85032
P: 602-494-0800
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www.coreconstruction.com

July 22, 2019

National Cooperative Purchasing Alliance (NCPA)

Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

Re: **Job Order Contracting (JOC) Services**
Solicitation Number: 23-19
Request for Proposal (RFP)

Dear Selection Committee Members:

CORE Construction, Inc. (CORE) appreciates the opportunity to submit our proposal for Job Order Contracting (JOC) Services for the National Cooperative Purchasing Alliance (NCPA) and Region 14 Education Service Center. We proudly offer a proven team that will provide the most comprehensive professional services in the industry. CORE offers construction professionals with extensive experience in many public markets including colleges and school districts, cities and counties. We are available and eager to provide exceptional services on your projects.

For more than 30 years, CORE Construction has been considered the premier construction company. Our outstanding reputation for excellent client service enabled CORE to earn the #4 Education Builder ranking in the United States by *Building Design + Construction*.

Here are a few reasons why CORE is uniquely qualified to perform these services to NCPA members:

- **JOC Specialist** - CORE has a department that is solely focused on JOC Operations. 100% of our work is completed using alternative project delivery methods, for repeat clients in the public sector, serving as a testament to our quality of work and commitment to client satisfaction.
- **Seasoned Professionals** - CORE has extensive occupied site experience. The safety of pedestrians, occupants, and construction personnel is CORE's number one priority. CORE's safety record reflects our proactive approach to safety on every project.
- **Customer Service** - As a team, we dedicate our time and efforts to earning the trust of our clients through the mind-set that, "The Client Decides." We truly believe that a project's success is measured by customer satisfaction. CORE will maintain open communication with NCPA and make ourselves available 24/7.

Our key personnel identified in this proposal are available and excited about continuing our relationship with NCPA on any awarded JOC project. Thank you for your careful review and consideration of our proposal and pricing. Our entire team looks forward to this opportunity and I am dedicated as your primary point-of-contact. Please call me at 602-494-0800 or email at steffen.todd@coreconstruction.com, should you require any additional information and/or clarification.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Todd Steffen", written over a horizontal line.

Todd Steffen, President - Arizona

TAB 1

Signature Form

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew for up to four (4) additional one-year terms or any combination of time equally not more than 4 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Pricing
 - All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFQ response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFQ and any awarded contract and shall comply with all while fulfilling the RFQ. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFQ number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity

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 awarded vendor. All costs necessary to verify compliance are the responsibility of the awarded vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFQ and has written approval of NCPA and Region 14ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondents whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
 - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response 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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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.

Prices are guaranteed: **120 days**

Company name	CORE Construction, Inc.
Address	3036 East Greenway Road
City/State/Zip	Phoenix, AZ 85032
Telephone No.	602-494-0800
Fax No.	602-494-9481
Email address	steffen.todd@coreconstruction.com
Printed name	Todd Steffen
Position with company	President - Arizona
Authorized signature	

TAB 2

NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and CORE Construction, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 04-20, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Job Order Contracting (JOC) Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount	Registered Vendor Quotation #

Total _____


- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a

resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 1, 2019

Vendor:

CORE Construction, Inc.
Name: Todd Steffen
Title: President - Arizona
Address: 3036 East Greenway Road
Phoenix, AZ 85032
Signature: 
Date: July 22, 2019

NCPA Registered Vendor Quotation Number

RFQ responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date July 22, 2019

RFQ Number 23-19

Company Name CORE Construction, Inc.

Printed Name Todd Steffen

Signature 

TAB 3

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE ☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Phoenix,
State of AZ

◆ **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 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

- ☐ Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☒ Other: Service Provider / Construction

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Emerson Ward

Title: Project Director

Company: CORE Construction, Inc.

Address: 3036 East Greenway Road

City: Phoenix State: AZ Zip: 85032

Phone: 602-494-0800 Email: proposals@coreconstruction.com

▪ Purchase Orders

Contact Person: Emerson Ward / Jessica Bateman
 Title: Project Director / Director of Marketing
 Company: CORE Construction, Inc.
 Address: 3036 East Greenway Road
 City: Phoenix State: AZ Zip: 85032
 Phone: 602-494-0800 Email: proposals@coreconstruction.com

▪ Sales and Marketing

Contact Person: Jessica Bateman
 Title: Director of Marketing
 Company: CORE Construction, Inc.
 Address: 3036 East Greenway Road
 City: Phoenix State: AZ Zip: 85032
 Phone: 602-494-0800 Email: proposals@coreconstruction.com

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Please see attached list.			

TAB 4

Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. Provide owner(s) history and experience.
6. List the total number of persons employed by your organization.
7. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
8. list the number of years of experience of key contacts at each location and length of employment with the company.
9. Please provide contact information for the person(s) who will be responsible for the following areas:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
10. Define your standard terms of payment.
11. Who is your competition in the marketplace?
12. Describe you & your company's capabilities and experience in the public arena?
13. Overall annual sales for last three (3) years; 2013, 2014, 2015.
14. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015.
15. Describe how this contract benefits you and your customer.
16. What differentiates your company from competitors?
17. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
18. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

19. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

20. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

21. Describe the capacity of your company to report monthly sales through this agreement.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

22. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

23. 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.

TAB 4 VENDOR PROFILE



1. Company's official registered name.

CORE Construction, Inc.

2. Brief history of your company, including the year it was established.

Established in 1937, CORE Construction, Inc. (CORE) is a Construction Manager at Risk, Design-Build, General Contracting, and Job Order Contractor with over 1,200 employees providing annual revenue in excess of \$1 billion. CORE has a proven track record of providing exemplary services in seven states, to a wide range of clients in the K-12, municipal, higher education, and federal markets. We have 17 regional offices and a history reaching back over 75 years.

3. Company's Dun & Bradstreet (D&B) number.

CORE's Company's Dun & Bradstreet number is 02-622-0772

4. Corporate office location.

Frisco, Texas
CORE has other offices in 9 states.

5. Provide owner(s) history and experience.

CORE Construction, Inc. is owned by a group of shareholders all holding less than 5% ownership.

6. List the total number of persons employed by your organization.

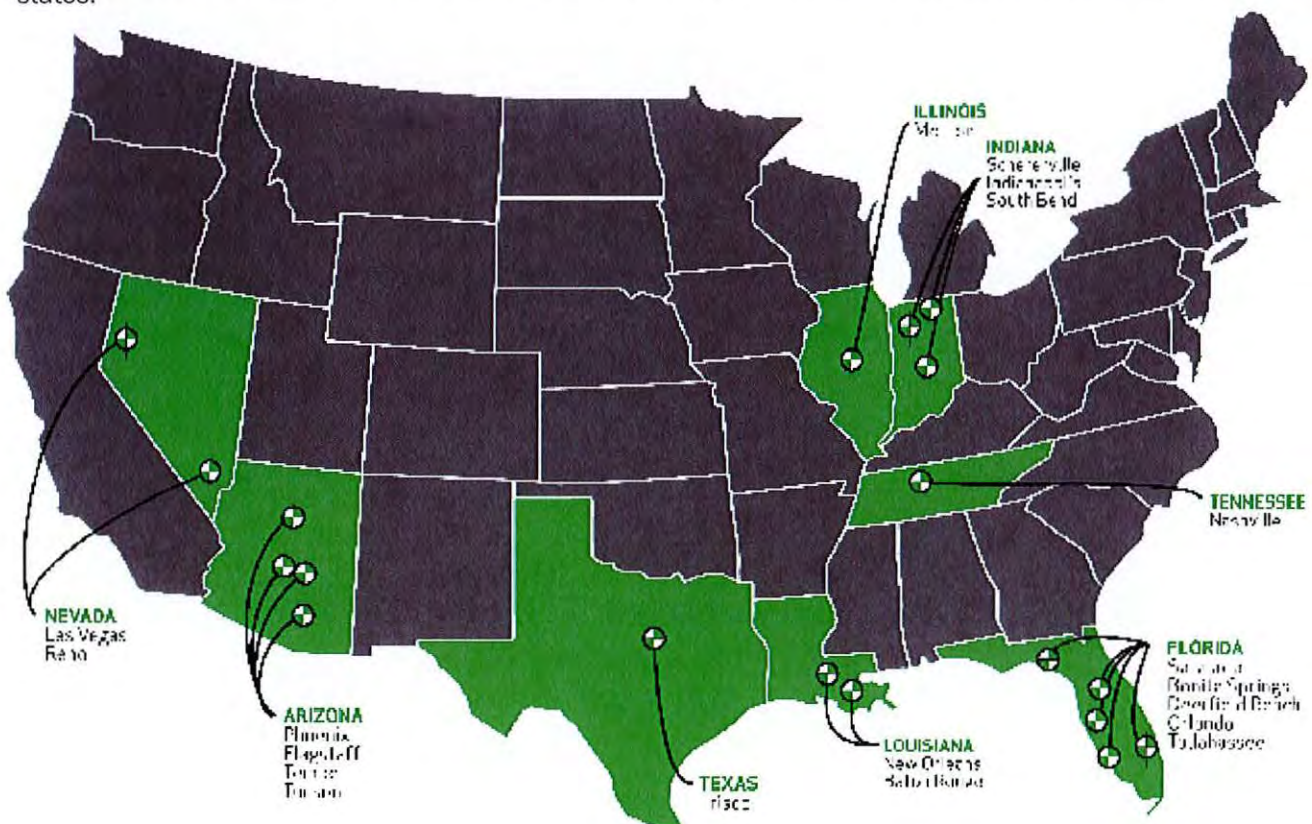
CORE currently has approximately 1,200 employees nationwide.

7. List the number and location of offices, or service centers for all states being offered in solicitation.

Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

*The Arizona office will hold the Contract with NCPA and will administer the work to our different offices.**

CORE Construction, Inc. is a national contractor with offices in eight states and multiple locations within those states.



TAB 4 VENDOR PROFILE



8/9. List the number of years of experience of key contacts at each location and length of employment with the company. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. Sales



Bill Cox | Executive Vice President

As Executive Vice President, Bill is responsible for maximizing CORE's operating performance and assisting in achieving financial goals. His broad-range of responsibilities include serving as a liaison with the board of directors, attending board meetings, ensuring sound financial practices of the organization, managing the overall strategic plan, and overseeing revenue generation and general operations. In addition to managing CORE's finances, Bill implements plans to accomplish CORE's mission, goals, fundraising, and he ensures clients receive a quality project. Bill maintains a current knowledge of all activities performed and it is his goal to have a personal relationship with each client.

Education

Arizona State University, Bachelor of Science
Business Administration

Active Registrations

Construction Management Association of America (CMAA)
Association of Construction Excellence (ACE)
United States Green Building Council (USGBC)

Number of Years with the Firm

12 Years

Years in the Construction Industry

16 Years

b. Sales Support



Emerson Ward | Director of Job Order Contracting

Emerson has been in the construction industry for more than twelve years. He is CORE's Director of Job Order Contracting. Emerson is very hands on and directs each job order. His broad knowledge and experience in the construction industry is to credit for his great leadership and job performance. Emerson will ensure that project teams are meeting project schedules and budgets, as well as providing the client with quality construction.

He maintains a current knowledge of all activities performed as it is his goal to have a personal relationship with each client, offering support to all parties involved. Emerson will oversee all JOC operations from the initial site walk to pre-construction through warranty.

Education

Arizona State University
BS, Construction Management

Active Registrations

OSHA Certified (30 hours)
NAVFAC QCM Certified
Alliance of Construction Excellence (ACE)

Number of Years with the Firm

11 Years

Years in the Construction Industry

12 Years

c. Marketing



Jessica Bateman | Director of Marketing

Jessica Bateman is the Director of Marketing for CORE. She will ensure that the CORE + NCPA Team is well represented across a variety of medias. She will prepare promotional brochures, banners, stands and mailers for the Team, and she will keep the public well informed of the APDM services CORE provides through NCPA using every form of media available.

Education

Arizona State University
Marketing and Communications

Active Registrations

American Marketing Association (AMA)
Society of Marketing Professional Services (SMPS)

Number of Years with the Firm

15 Years

Years in the Construction Industry

17 Years





d. Financial Reporting



Joseph Roeschely, Senior Project Director

As Senior Project Director, Joe will lead the financial reporting of our contract. He excels in his ability to analyze and communicate cost and material options as the project is being designed.

Education

Grand Canyon University
BA, Accounting

Number of Years with the Firm

15 Years

Years in the Construction Industry

18 Years

e. Executive Support



Jim Jacobs | CEO

Jim Jacobs began his construction work as a carpenter's apprentice in 1975. Soon following that, Jim became a Superintendent and quickly advanced to encompass a wide range of positions including Project Manager, Chief Estimator, and Director of Operations. He is now the CEO of CORE Construction. As CEO, Jim is responsible for all aspects of every project that CORE pursues. Jim offers his expertise of working in various capacities on projects and enables a real-world approach to solving complicated problems. He will always ensure that the project teams are meeting project schedules and budgets, as well as providing the clients with quality construction. As the top executive for CORE Construction, Jim will maintain a current knowledge of all activities performed and it is his goal to have a personal relationship with each client, offering support to all parties involved on each project.

Education

Bradley University Peoria, IL
Illinois Central College
4-year Carpenters Apprenticeship

Active Registrations

Construction Management Association of America (CMAA)
Alliance for Construction Excellence (ACE)
United States Green Building Council (USGBC)

Number of Years with the Firm

30 Years

Years in the Construction Industry

42 Years

10. Define your standard terms of payment.

CORE follows all state regulated payment laws, including Prompt Pay Regulations.

11. Who is your competition in the public marketplace? Our competition in the public marketplace include McCarthy Building Companies, SDB Contracting, Jokake, Concord, Caliente and Chasse Building Team.

12. Describe you and your company's capabilities and experience in the public arena?
CORE is a public builder. 100% of work completed is in the Public Sector.



TAB 4 VENDOR PROFILE



15. Describe how this contract benefits you and your customer.

This contract benefits CORE Construction, Inc. and our customers by providing a procurement vehicle that has due diligence completed and is tried and tested.

16. What differentiates your company from competitors?

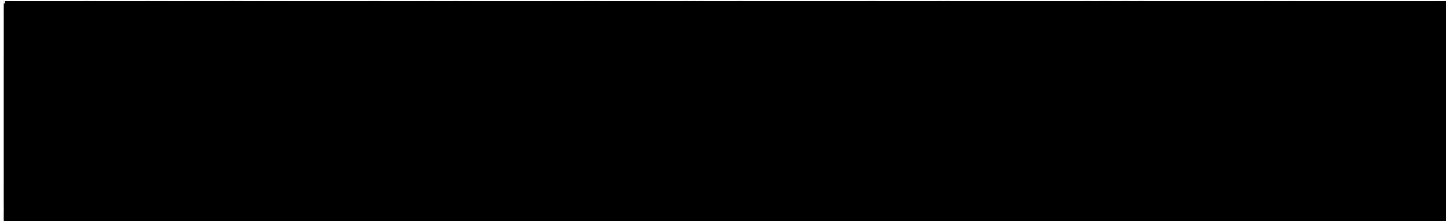
At CORE, our motto is "The Client Decides." We provide our clients with the most comprehensive professional services in the industry, which results in quality construction. CORE will not close-out a job order until a client is 100% satisfied with our performance.

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

CORE Construction, Inc., has no litigation, no filings under the U.S. Bankruptcy Code and no reorganization.

18. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

CORE Construction, Inc. will provide our logo to Region 14 ESC for reproduction of logo in marketing communication promotions.



20. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

CORE Construction experienced great success implementing the 1GPA JOC Program in our Arizona office. From an operations stand point, CORE was able to meet the needs of 1GPA Members on all job orders awarded to CORE. From a marketing standpoint, CORE effectively educated our existing clients on the services 1GPA allows CORE to provide. We were also able to gain new clients through this process.

Reference: Mike Chouteau, 1GPA, 602-327-3735

21. Describe the capacity of your company to report monthly sales through this agreement.

In having been a member of multiple similar contracts, CORE Construction has demonstrated the ability to report monthly sales information as required. We look forward to continuing this moving forward.





GREEN INITIATIVES

We're committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. We would like vendors to partner with us in enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

22. Please provide your company's environmental policy and/or green initiative.

CORE's Philosophy - The construction industry in the United States has a significant impact on the environment, which is why we at CORE believe it is our obligation to be good stewards of our precious resources. Through a better understanding and working knowledge of sustainable practices and renewable alternatives, we are able to collaborate with owners, designers and end users to provide 'green' solutions to both sophisticated systems and simple, everyday issues. Whether providing innovative solutions to achieve LEED certification points or implementing simple recycling programs, we promote and practice sustainability.

CORE's Personnel - CORE is a member of the United States Green Building Council (USGBC) with 42 LEED Accredited Professionals and 6 LEED Green Associates (a number that will continue to grow). Our Pre-Construction and Construction Project team members are LEED Accredited, bringing waste reduction and energy conservation solutions to our projects.

CORE Construction is ranked the 7th Largest Solar Installer by ENR Magazine. Since 2004, CORE has had the opportunity of working on 41 LEED projects. Of these 41 projects, the achievement breakdown is as follows: 1 - LEED Platinum, 9 - LEED Gold, 2 - LEED Gold (pending), 11 - LEED Silver, 10 LEED Silver (pending), 3 - LEED Certified and 5 - LEED Certified (pending).



Please visit www.coreconstruction.com/sustainability to learn more about our program.

VENDOR CERTIFICATIONS

23. Provide a copy of all other current licenses if applicable, 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.

CORE Construction can provide Job Order Contracting Services to NCPA Members in those states selected under Tab 3. The licenses displayed below are for Arizona, which will hold the contract with NCPA.

LICENSE EFFECTIVE THROUGH: 10/31/2019
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
CORE Construction Inc



CONTRACTORS LICENSE NO. 69786 CLASS B-1
General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: 10/31/2019
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
CORE Construction Inc



CONTRACTORS LICENSE NO. 110343 CLASS A
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



TAB 5

Products & Services/Scope

Tab 5 – Products & Services

- NCPA is soliciting national and regional vendors that can provide and supply Job Order Contracting Services within one or several modalities.
- Please provide description(s) of services provided, i.e. General Contracting, Mechanical, Electrical, Roofing etc.
- NCPA reserves the right to multi-award this contract.



JUST THE FACTS...

**NUMBER OF JOC PROJECTS
COMPLETED TO DATE**

852

**AMOUNT OF TOTAL REVENUE SERVED
THROUGH CORE'S JOC PROGRAM**

\$170M+

SMALLEST JOC PROJECT COMPLETED

\$487

AVERAGE JOC PROJECT SIZE

\$428,800

LARGEST JOC PROJECT COMPLETED

\$3,313,712

We are dedicated to earning the trust of our clients through adherence to teamwork, our CORE values, and the mind-set that, "The Client Decides." We truly believe that a project's success is measured by customer satisfaction. CORE maintains open communication with all of our clients and make ourselves available 24/7. In addition, our JOC department has access to more than 65 Superintendents to ensure our team is prepared to respond immediately to job orders.

PLANNING | Once a JOC project is awarded, CORE will mobilize a team immediately to begin the preconstruction/estimating process. CORE will also discuss and begin the process of determining subcontractor and supplier lists.

SCHEDULING | CORE will utilize Microsoft Schedule as our scheduling software. During our kick-off meeting, our Team will bring a preliminary construction schedule for review and discussion. This Preliminary Schedule will integrate all elements to be scheduled during the design/documents phase including completion of design documents. Time sensitive items such as permit plan checks and long-lead deliveries are also identified in our preliminary schedule.

CORE's Project Superintendent will create a three-week look-ahead schedule that will be reviewed on a weekly-basis with all Team members. This level of detail ensures that all subcontractors are meeting required deadlines. The information contained in this three-week look-ahead schedule will then be used to update our Microsoft software, on monthly-basis, to ensure that the overall project time-line is within schedule.

CONSTRUCTION MANAGEMENT | CORE's role as the JOC Contractor will foster a Team relationship protecting any Client's interest throughout design and construction. We believe quality control starts with pro-active steps during the preconstruction/estimating phase. After an initial site walk, our project manager will talk to subcontractors about the specific scope to be performed, look into life cycle of materials and do mock-ups, when necessary, to ensure that we meet owner expectations. During construction, CORE creates a pre-punch list that is enhanced by the owner to ensure that all items are addressed. We will ensure all your requirements for budget, schedule, quality, and safety are met.



CORE will be proactive and communicate with the Client to facilitate the planning process for every project. We will work with the District to create a schedule which includes permitting and long-lead items, so the team is aware of the most appropriate time to complete these job orders. CORE has the manpower and resources to complete multiple projects at the same time. In fact, our Job Order Contracting branch is accustomed to responding to a number of job orders received at the same time. Emerson Ward, our Project Director and primary contact for the District and will be available at all times. Internally, Emerson holds regular meetings to review each job, monitor progress and follow-up with the owner. Our JOC success serves as proof that CORE has the manpower, skills and resources to manage multiple projects simultaneously.

PROPOSAL AND BASIS OF ESTIMATE | DELIVERABLE TO OWNER | CORE developed its own custom proposal package which is the final product submitted by CORE to the Owner. We believe this allows our team to best communicate what our proposal includes. From our assumptions and clarifications related to the project, scheduled start, long lead items for early purchase, project duration, allowances and or contingencies recommended and included, specific exclusions and a detailed itemized list of pricing by scope of work and organized in our 10 Groups. Each proposal is reviewed in detail from the first page all the way through the estimate sheet.

CORE utilizes multiple estimating software programs in order to develop job estimates.

BUILDING CONNECTED | BID SOLICITATION & MANAGEMENT: This program allows us to package and send out to bidders the construction documents developed by our Design Professional partners, coordinate site walks, manage communication to all subcontractors for any questions they may have related to the project, tracking design changes, owner requested changes, options, value engineering, etc. all in one place.

ON SCREEN TAKE-OFF (OST) AND BLUEBEAM (QUANTITY TAKE-OFFS): These programs allow our team to ensure the correct quantity of materials are being included from concrete, asphalt, drywall, paint, flooring, ceilings, etc. With these programs our team is able to develop conceptual budgets using historical cost data prior to bidding to subcontractors, check quantities bid by our subcontractors and answer any questions the owner may have related to quantities.

Please refer to the next page for examples of the documents and processes mentioned above.

Building Connected and On-Screen Take-Off (OST)

[illegible]

Proposal and Basis of Estimate

National Cooperative Purchasing Agency (NCPA) | Request for Proposal (RFP)
Job Order Contracting (JOC) Services | Solicitation #23-19

TAB 8

Value Added Products

Tab 8- Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Executive Summary

- ◆ Describe the product and/or service in an outline format
- ◆ Describe the value to participating agencies
- ◆ Describe the value to NCPA
- ◆ Describe how your company would market this product and/or service through this contract
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- ◆ Where is the product manufactured?
- ◆ Any certifications provided?
- ◆ Where is the service performed?
- ◆ Who performs the service and what is their expertise?
- ◆ Is this a proprietary product and, if not, who is your competition?
- ◆ Provide references
- ◆ Provide case studies
- ◆ Provide any pricing that is different than the pricing in TAB 5 in this solicitation

Please refer to the following pages for documentation on additional services that CORE Construction, Inc. can provide.



A unique opportunity that CORE offers to our clients as a potential value added is our Virtual Construction Services. The Graphic below explains why we believe Virtual Construction is a key to success. In order to create an efficient process to avoid problems during construction, CORE utilizes Virtual Construction. Virtual Construction is the development and use of a computer software model to simulate the construction and operation of a building. The process of using Virtual Construction improves planning, design and construction processes; it allows us to test building components, investigate problems and build projects long before we experience schedule issues and a loss of productivity in the field.

There is no better tool that exists to mitigate the risk of a project than Virtual Construction. The best design, construction and project delivery systems are integrated. Virtual Construction allows us to model our whole building, or just parts of our building. Because these models can be viewed, studied and analyzed during the PreConstruction stage, it greatly improves constructability risk mitigation. With Virtual Construction, we can mitigate risks through the early three-dimensional coordination of systems, and through virtual mock-ups of complicated portions of buildings.

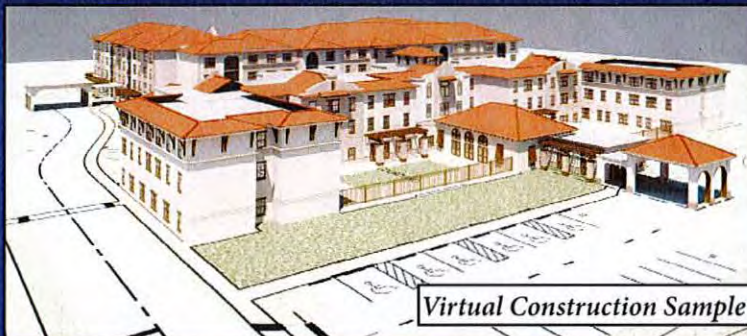
WHAT IS VIRTUAL CONSTRUCTION?

Virtual Construction is the development and use of a computer software model to simulate the construction and operation of a building. The process of using Virtual Construction improves planning, design and construction processes; it allows us to test building components, investigate problems and build projects long before we experience schedule issues and a loss of productivity in the field. There is no better tool that exists to mitigate the risk of a project than Virtual Construction.

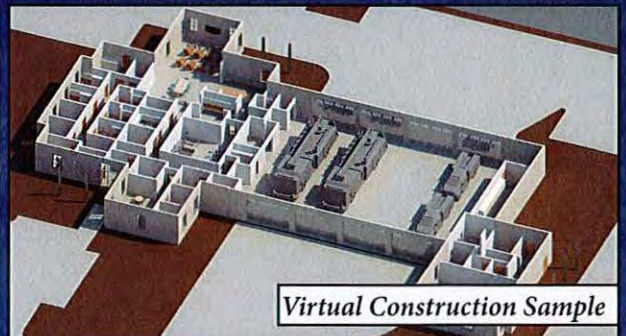
The best design, construction and project delivery systems are integrated. Virtual Construction allows us to model our whole building, or just parts of our building. Because these models can be viewed, studied and analyzed during the PreConstruction stage, it greatly improves constructability risk mitigation.

With Virtual Construction, we can mitigate risks through the early three-dimensional coordination of systems, and through virtual mockups of complicated portions of buildings. Virtual Construction also increases the collaboration among CORE, Owners, Design Teams, Subcontractors, and Manufacturers.

THESE TOOLS GAVE US THE ABILITY TO BUILD THE PROJECT IN THE COMPUTER BEFORE IT WAS BUILT IN THE FIELD!



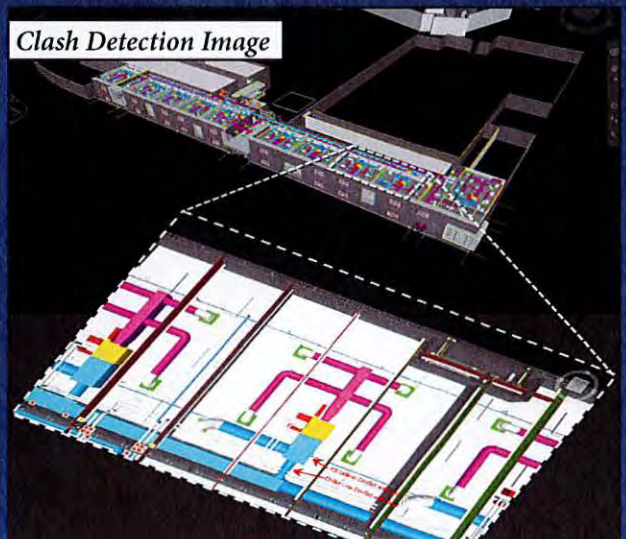
Virtual Construction Sample



Virtual Construction Sample



Virtual Construction being utilized in the field



Clash Detection Image

TAB 9

Required Documents

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further 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	CORE Construction, Inc.
Print Name	Todd Steffen
Address	3036 East Greenway Road
City, State, Zip	Phoenix, AZ 85032
Authorized signature	
Date	July 22, 2019

Contractor Requirements

Contractor Certification 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 is 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 offeror 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 NCPA Participating entities in which work is being performed

Fingerprint & 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 offeror 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

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

July 22, 2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	CORE Construction, Inc.
Address	3036 East Greenway Road
City/State/Zip	Phoenix, AZ 85032
Telephone No.	602-494-0800
Fax No.	602-494-9481
Email address	steffen.todd@coreconstruction.com
Printed name	Todd Steffen
Position with company	President - Arizona
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

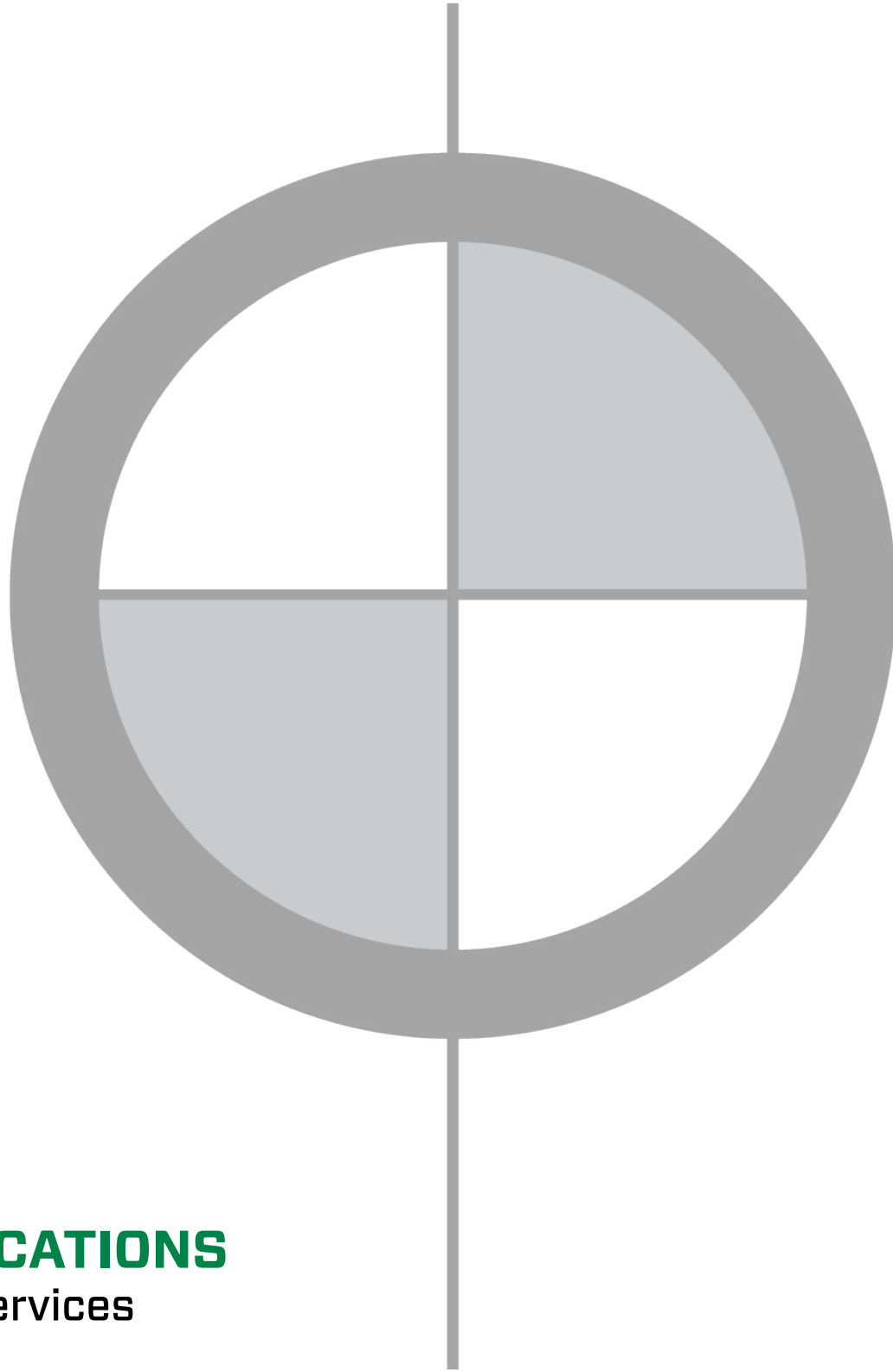
<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



STATEMENT OF QUALIFICATIONS

Job Order Contracting (JOC) Services

SOLICITATION NO.: 23-19

DUE: Tuesday, July 23, 2019 | 2:00 PM

