ADDENDUM #1

Set Aside Job Order Contracting Services in the State of Ohio

RFP # COG-2119

Issued By:

The Cooperative Council of Governments On Behalf of Equalis Group

This Addendum #1 amends the Request for Proposal (RFP) for Set Aside Job Order Contracting Services in the State of Ohio ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #1 is hereby issued to make to incorporate the following Questions and Answers to be part of the above titled solicitation document:

Question 1
Is this information recorded and how will someone be able to access it?
Answer 1
A recording of the Pre-Bid Meeting will be posted on Equalis Group's Bonfire procurement portal for both the Open Market and Set Aside solicitations.

Question 2
What if we have more questions? Who do we ask?
Answer 2
All questions should be sent through Bonfire's Opportunity Q&A feature within the solicitations page. The deadline for submitting question is June 2 at 5pm ET. More information is provided at minute 58 of the pre-bid meeting recording.

Question 3
We are a manufacturing representative for a number of roofing products. If I want to get in and look at specifications, would I just go to Equalis Group's Bonfire page?
Answer 3
Download the CTC and technical specifications on the Equalis Group's solicitation page.

Question 4
Is there a way to get a list of Equalis Group members?
Answer 4
Equalis Group does not make their membership list available to the public. It is only accessible to other Members and Awarded Suppliers.

Question 5
Will there be multiple contractors awarded per Zone?
Answer 5

Yes. The number of contracts awarded per trade is identified in solicitation tables provided in **Section 1** of procurement documents. It is important to pay particularly close attention to how you prepare and submit bids for each trade and geography in order for a Bidder to be eligible for all three awards. See the supplement information provided below for clarification on this requirement.

When preparing Bid Form 1 and Bid Form 2, to be considered for each contract set aside for award within a region and trade, **BIDDER MUST SUBMIT A COPY OF BID FORM 1 AND BID FORM 2 FOR EACH OF THE AVAILABLE CONTRACTS IN THAT REGION**.

For example, there are three available contracts for plumbing trade services in each of the geographic regions. To be considered for each contract award, Bidder's must submit three copies of Bid Form 1 and Bid Form 2. The contract # and geographic areas you are submitting your bid towards must be clearly marked on Bid Form 1 and 2.

Bidders will only be eligible to receive one contract award within each trade region.

Scenario 1: If a Bidder intends to submit a proposal for a plumbing contract in Region 1 only, a bidder would only be required to submit the following Bid Form 1 and 2 documents to be considered for each of the three potential contracts available:

1. Bid Form 1 & 2 – Region 1, Contract Number COG-2119-PC01-A
2. Bid Form 1 & 2 – Region 1, Contract Number COG-2119-PC01-B
3. Bid Form 1 & 2 – Region 1, Contract Number COG-2119-PC01-C
4. One copy of Bid Form 3 though 13

Scenario 2: If a Bidder intends to submit a proposal for each of plumbing contracts available in each region a Bidder would submit the follow documents:

5. Bid Form 1 & 2 – Region 1, Contract Number COG-2119-PC01-A
6. Bid Form 1 & 2 – Region 1, Contract Number COG-2119-PC01-B
7. Bid Form 1 & 2 – Region 1, Contract Number COG-2119-PC01-C
8. Bid Form 1 & 2 – Region 2, Contract Number COG-2119-PC02-A
9. Bid Form 1 & 2 – Region 2, Contract Number COG-2119-PC02-B
10. Bid Form 1 & 2 – Region 2, Contract Number COG-2119-PC02-C
11. Bid Form 1 & 2 – Region 3, Contract Number COG-2119-PC03-A
12. Bid Form 1 & 2 – Region 3, Contract Number COG-2119-PC03-B
13. Bid Form 1 & 2 – Region 3, Contract Number COG-2119-PC03-C
14. Bid Form 1 & 2 – Region 4, Contract Number COG-2119-PC04-A
15. Bid Form 1 & 2 – Region 4, Contract Number COG-2119-PC04-B
16. Bid Form 1 & 2 – Region 4, Contract Number COG-2119-PC04-C
17. Bid Form 1 & 2 – Region 5, Contract Number COG-2119-PC05-A
18. Bid Form 1 & 2 – Region 5, Contract Number COG-2119-PC05-B
19. Bid Form 1 & 2 – Region 5, Contract Number COG-2119-PC05-C
20. One copy of Bid Form 3 though 13

Question 6
Does this apply to time and material reimbursable work?
Answer 6
No.

Question 7
If my services do not fall under these two current bids, is there a way to get the pricing information for the services we do provide into the system so they are ready to go if an opportunity does come up?
Answer 7
If it is a specialty trade, we recommend networking with the awarded suppliers so they are aware of what services provide.

Question 8
In the bid package there are two sets of terms of conditions. One is the Master Agreement, and the other are related to Job Order Contracting. How do these complement each other?
Answer 8
The Master Agreement is the piggybackable contract or the contract vehicle that identifies the products and services a public agency is able to access and buy without being required to conduct a bid or RFP. There are additional terms and conditions related specifically to the performance of trade work through this contract. The Master Agreement is related to accessing products and services and the JOC terms and conditions is related to the trades work being performed.
Question 9
We are successfully awarded a contract, will the CCOG Member notify us of the agreement, or will the member notify us?

Answer 9
Awarded Suppliers work with our business development team to identify opportunities but sometimes those opportunities are also brought directly to the contractor. For any opportunity, you will go through five step job order process. Regardless of where the opportunity comes from, you will go through the 5-step process and Gordian will have visibility to it.

Question 10
Do we have to pay the Administrative Fee before we get paid?
Answer 10
No.

ADDENDUM #2

Set Aside Job Order Contracting Services in the State of Ohio

ITB # COG-2119

Issued By:
The Cooperative Council of Governments
On Behalf of Equalis Group

June 3, 2021

This Addendum #2 amends the Invitation to Bid (ITB) for Set Aside Job Order Contracting Services in the State of Ohio ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #2 is hereby issued to make to incorporate the following Questions and Answers to be part of the above titled solicitation document:

Question 11
Is the bidding open to out of state vendors and can their DBE be used from other states
Answer 11
At the time of bid your DBE Certification will qualify you to respond, however, upon award you may be required to register or apply for further DBE Certifications to ensure you meet an agency or state requirements.

Question 12
We are an Illinois based company and certified DBE with the City of Chicago. In order to respond to the solicitation for the Set Aside JOC Services, do we need to be certified with an Ohio Agency? Or does our Certification carry over?

Answer 12
At the time of bid your DBE Certification will qualify you to respond, however, upon award you may be required to register or apply for further DBE Certification to ensure you meet an agency or state requirements.

Question 13
Above there are bid forms 1-13. I am wondering how to get the forms. as i can not retrieve them. Please advise. Thanks
Answer 13
Each of the Bid Forms are included within document titled "ITB - CCOG JOC OH SA (Section 2).docx". Retrieve this and any other document listed under the Supporting Documents section of the solicitation by clicking the download button on right side of where each document line. If you continue to experience issues downloading solicitation documents contact Bonfire's customer support team to help.

INVITATION TO BID

Set Aside Job Order Contracting Services in the State of Ohio

ITB # COG-2119

Issued By:

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

April 2021

Section One:

Part A – Introduction, Scope and Project Information

Part B – Conditions & Other Requirements

Part C – Bid Format and Submission

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Section One: Part A – Introduction, Scope and Project Information

1. CCOG and Equalis Group Overview

This Invitation to Bid (ITB) is published by the Cooperative Council of Governments ("**CCOG"**) for the purpose of creating a Set Aside Job Order Contracting Program (the "**Program**") that will be available to current and future members of Equalis Group (the "Members"). Whereas Set Aside refers to opportunities that are set aside for Disadvantage Business Enterprises ("**DBE**").

CCOG is a Council of Governments and Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is an Equalis Group, LLC ("**Equalis Group**") lead public agency and, in that role, conducts formal public sector competitive solicitation processes in compliance with applicable public sector procurement guidelines to select a winning supplier(s) (a "**Winning Supplier**" or "**Supplier Partner**") to provide products and services to Members.

At the conclusion of this ITB process, CCOG will award a contract to the Winning Suppliers. That master cooperative purchasing agreement (the "**Master Agreement**") will be a three-party agreement between the Winning Supplier (as the product and service provider), CCOG (as the public sector contract holder), and Equalis Group LLC (as the Program manager and contract manager). This Master Agreement is an already-procured contract vehicle through which current and prospective Members can "**piggyback**" to purchase products and/or services from a Winning Supplier without having to conduct their own bid or request for bid process, similar to state term contracts and federal General Services Administration ("**GSA**") schedules. There are approximately 94,000 local governments (such as municipalities, counties, and special districts), educational institutions (K-12 schools, colleges, and universities) eligible to join Equalis Group and piggyback on Equalis Group's already-procured contracts.

Going to Market with Equalis Group: Equalis Group works with lead public agencies, such as CCOG, that are legally empowered to conduct ITB processes, enter into Master Agreements, and make those Master Agreements available to public sector organizations such as: municipalities, K-12 school districts, counties, higher education institutions, special districts, tribal nations, and state and federal agencies as well as non-profit organizations across the country.

- What does that mean for Supplier Partners? ***Under applicable state statutes, virtually any public sector entity in the country that joins Equalis Group can purchase products and services through Equalis Group Master Agreements without having to conduct their own RFP or bid process, thereby saving both themselves and Supplier Partners significant time and money.***

At Equalis Group, our commitment is to actively engage with the Winning Suppliers' senior leadership, sales organization, and marketing department to grow profitable public sector revenue by:

1. **Training Supplier Partners' sales representatives** on the pricing, terms, and conditions of the Master Agreement and how to sell their products and services using an already procured, piggybackable contract vehicle.

2. **Developing sales tools** that will aid in the sales process by addressing common legal and procurement questions so that your sales team can focus on selling your products and services, while our team handles customers' legal, procurement, and compliance questions.
3. **Creating, implementing, and managing marketing and sales campaigns** to jointly identified public sector prospects across the country. These campaigns cultivate opportunities for business attraction, retention, and growth, and set the stage for your sales representatives to initiate the sales process with public sector entities for whom the Master Agreement is a viable solution.
4. **Supporting the sales process** by working hand-in-hand with your sales teams throughout the sales cycle. Public sector entities frequently want to validate the legitimacy of the procurement process that established the Master Agreement.

2. Purpose and Scope of this ITB

The goal of this ITB is to establish a group of Job Order Contracting Contracts for CCOG, Equalis Group and their members allowing access to complete the repair, alteration, modernization, and rehabilitation of infrastructure buildings, structures or other real property at competitively solicited prices. Awarded Contractors will perform an ongoing series of individual projects for Members at different locations primarily with in the designated Geographic Area.

3. Job Order Contracting Overview

JOC is a competitively solicited indefinite quantity construction contract awarded to proposers to accomplish the repair, alteration, modernization, and rehabilitation of infrastructure buildings, structures, or other real property. The Estimated Annual Value is based on the anticipated estimated annual use and the contract term is one year with three bilateral option terms. The ITB Documents include a Construction Task Catalog (CTC) containing repair, alteration, modernization, and rehabilitation of infrastructure buildings, structures, or other real property Tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices. Once contracts are awarded, Members will order Work from the CTC by issuing a Purchase Order against the contract.

CCOG and Equalis Group are using Gordian for its JOC ezIQC Program. The system includes Gordian's proprietary ezIQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which will be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by CCOG, Equalis Group and their Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for CCOG, Equalis Group and their Members is strictly prohibited unless otherwise stated in writing by Gordian.

Proposers will offer price adjustments (Adjustment Factors) to be applied to the CTC Unit Prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Proposer's Adjustment Factors will be incorporated into the awarded contract

Under JOC, the Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the Work.

4. Project Delivery Order Procedures

As Projects are identified, the Contractor will jointly scope the Work with the Member. The agency will prepare a Detailed Scope of Work and issue a Request for Proposals to the Contractor. The Contractor will then prepare a Proposal Package for the Project including a Price Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Proposal Package is found to be reasonable, the agency will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor must perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

The Member (or the Member Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Member in developing a final scope of work. The Member will then issue a Detailed Scope of Work and a Request for Proposal to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Member with Price Proposal review, and if the Price Proposal is found to be reasonable, the Member will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

The Contractor must, within two (2) business days of receipt of a Purchase Order from a Member, provide notification to CCOG of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

The Contractor must, within two (2) business days of sending an Invoice to a Member, provide notification to CCOG of each Invoice by forwarding a copy of the Invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

6. The ITB Documents

The ITB Documents consist of the following:

- **Section One:**
  - Part A – Introduction, Scope, and Project Information
  - Part B – Conditions and Other Requirements
  - Part C – Bid Format and Submission
- **Section Two:**

    - Bid Submission and Required Forms
- **Section Three:**
    - General Terms and Conditions for JOC
- **Attachment A:**
    - Sample Master Agreement
- **Attachment B:**
    - Region One Construction Task Catalog
    - Region Two Construction Task Catalog
    - Region Three Construction Task Catalog
    - Region Four Construction Task Catalog
    - Region Five Construction Task Catalog
- **Attachment C:**
    - Technical Specifications

7. Anticipated Procurement Timetable

CCOG reserves the right to revise this schedule after providing reasonable notice in the best interest of CCOG and Equalis Group and/or to comply with the State of Ohio procurement procedures and regulations. All times are Eastern time zone. CCOG utilizes Bonfire, an online procurement platform, to publish ITBs, manage communication including the Q&A process, and receive bids.

Activity	**Dates & Times**
ITB Publication; Q&A Period Opens	May 3, 2021
Pre-Bid Meeting	Wednesday May 19, 2021 @ 2:00 PM Eastern Link: https://zoom.us/meeting/register/tJYsdOysqTojE9XUrFgjvV83zU2paWxytl6j
Q&A Period Closes	June 2, 2021 at 5 PM Eastern
Bids Due & Public Opening	June 16, 2021, at 3 PM Eastern*
Contract Award Issued	July 1, 2021 (estimated)

*Any bidders experiencing technical difficulties accessing the ITB through Bonfire should contact Bonfire customer support by submitting a support ticket to Support@GoBonfire.com, access the Vendor FAQ at www.gobonfire.com/support/, or receive online support via online chat at www.gobonfire.com/support/.

8. Question and Answer (Q&A) Period

Bidders may submit clarifying questions regarding this RFP through Bonfire during the Q&A Period as outlined in **Anticipated Procurement Timetable**. To submit a question, bidders must submit written questions under the Messages section on Bonfire.

Questions about this ITB must reference the section number of this ITB or an Attachment in question. CCOG may, at its sole discretion, disregard any questions which do not appropriately reference an ITB or attachment. CCOG will not respond to any questions received after 5:00 PM on the date that the Q&A Period closes. CCOG reserves the right to extend the deadline for bidders to submit questions.

CCOG's responses to all questions submitted through Bonfire will be distributed to all ITB recipients via Bonfire on or before June 2nd, 2021 at 5:00 PM Eastern. Clarifying questions asked and CCOG's responses to those questions will be incorporated as an attachment to this ITB. Any interpretation or correction of the ITB will be made only by attachment posted on Bonfire. CCOG will not be responsible for providing any other explanations or interpretations of the ITB.

Bidders' are to take into account any information communicated by CCOG in the ITB Q&A Document. **It is the responsibility of all bidders to check for any updates regarding this ITB on Bonfire.**

9. Pre-Bid Meeting

Interested bidders are strongly encouraged to attend a pre-bid meeting that will be conducted for the purpose of discussing Job Order Contracting procurement, the contract documents, and bid forms. Attendance at the below webinar is strongly encouraged**.**

Webinar pre-bid meeting will be conducted via Zoom Virtual Conference. To register for the meeting see information and link below:

Webinar Pre-Bid Meeting
Wednesday, May 19, 2021 @ 2:00 PM EST
Link: https://zoom.us/meeting/register/tJYsdOysqTojE9XUrFgjvV83zU2paWxytl6j

Information to access and participate in the pre-bid meeting will also be posted on Bonfire under Events section.

10. Public Opening

The public opening of the bids received in response to this ITB will be held at the date and time bids are due and will solely consist of opening all bids received and identifying the bidders who responded. Bid scoring will not occur at the public opening. The public opening will be held via Zoom with the access information provided on the solicitation's page on Bonfire.

11. Communications Prohibited

From the issuance date of this ITB until an actual contract is awarded to a Winning Supplier, there may be no communications concerning the ITB between any bidder that expects to submit a bid and **any employee of CCOG, Equalis Group, any member of the Bid Review Team ("BRT"), or any other** individual, regardless of their employment status, who is in any way involved in the development of

the ITB or the selection of a Winning Supplier ("**Communications Prohibited**"). The only exceptions to the Communications Prohibited are as follows:

- **A.** Any communications related specifically to the **Question & Answer (Q&A) Period**;
- **B.** As necessary in any pre-existing or on-going business relationship between CCOG and/or Equalis Group and any supplier that could submit a bid in response to this ITB;
- **C.** As part of any bidder interview process or bid clarification process initiated by CCOG, which CCOG deems necessary at its sole discretion; and
- **D.** Any Public Records Requests made to CCOG.

*** IMPORTANT NOTE:** any documents or attachments related to the ITB will be accessible to bidders through Bonfire. CCOG may not specifically notify any bidder of changes or announcements related to this ITB except through posting on Bonfire. It is the affirmative responsibility of interested suppliers to be aware of and to fully respond to all updated information regarding this ITB posted on Bonfire.

CCOG is not responsible for the accuracy of any information regarding this ITB that was obtained or gathered through a source other than from CCOG directly or through the Q&A process described in this ITB. Any attempts at Communications Prohibited by a bidder may result in the disqualification of that bidder's response.

12. Time Frames and Funding Available

CCOG and Equalis Group are seeking to contract with a Winning Supplier(s) for an initial period of one (1) year from the date on contract and three (3) bilateral option provisions for three (3) additional one-year terms. This Master Agreement may be renewed at any time by the mutual written consent of the parties unless the Master Agreement is terminated as set forth therein. **Attachment A – Sample Master Agreement** is included for review**.**

CCOG is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

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Section One: Part B – Conditions & Other Requirements

In this section of the ITB, CCOG notifies bidders seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in this procurement process, their eligibility to be awarded a contract, and requirements that will be in effect should they be awarded a contract.

1. Start Work Date

Winning Supplier must be able to begin work with CCOG and Equalis Group by July 1, 2021, the estimated date when the Master Agreement between CCOG, Equalis Group, and Winning Supplier will be signed. Winning Supplier will be notified by Equalis Group when work under the Master Agreement may begin.

2. Solicitation Costs

Costs incurred in the preparation of this Invitation to Bid are to be borne by the bidders, and CCOG will not contribute in any way to the costs of the preparation.

3. Trade Secrets Prohibition; Public Information Disclaimer

CCOG will consider all bids voluntarily submitted in response to this ITB to be free of trade secrets and such bids will, in their entirety, be made a part of the public record in compliance with **O.R.C. Chapter 125.01**, et seq. However, if a bid is submitted in response to this ITB, and the bid contains trade secret information as defined in **O.R.C. Chapter 1333.61**, then such trade secret information must be clearly and conspicuously marked and/or identified as "**Trade Secret Information**" at the time that such bid is submitted. If such trade secret information is so marked and/or identified, then, in accordance with **O.R.C. Chapter 149.43**, CCOG shall designate such information as trade secret information and shall maintain and keep such trade secret information.

All bids and any other documents submitted in response to this ITB will become the property of CCOG. This ITB and, after the selection of a Winning Supplier, any bids submitted in response to the ITB, except for such portions, sections, or parts of a bid that are clearly and conspicuously marked and/or identified as trade secret information, are deemed to be public records pursuant to **O.R.C. Chapter 149.43**. All requested documents to be submitted in the ITB including but not limited to bid forms, any attachments, addenda, appendices or sample products.

Any bid submitted in response to this or any CCOG ITB that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such bid is submitted to CCOG for consideration shall be deemed and considered by CCOG to not contain trade secret information and such bids shall be deemed to be public records in their entirety in accordance with **O.R.C. Chapter 149.43**.

4. Master Agreement

CCOG and Equalis Group will enter into a Master Agreement with the Winning Supplier. This Master Agreement defines a) the terms of the relationship between CCOG, Equalis Group, and the Winning Supplier, and b) the terms, conditions, and pricing of products and services and related capabilities offered to Members.

Any contract with a Winning Supplier resulting from the issuance of this ITB is subject to the terms and conditions as provided in the Master Agreement template. Many of the terms and conditions contained in the Sample Master Agreement are required by state and federal law.

5. Public Release of Records

Public release of any evaluation or monitoring reports funded under this Program will be made only by CCOG.

6. Public Release of Records

Public release of any evaluation or monitoring reports funded under this Program will be made only by CCOG

7. Ethical and Conflict of Interest Requirements

A. No bidder or individual, company, or organization seeking a CCOG contract award will promise or give to any CCOG or Equalis Group employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;

B. No bidder or individual, company, or organization seeking a contract will solicit any CCOG or Equalis Group employee to violate any of the conduct requirements for employees;

C. When acting on behalf of CCOG and Equalis Group, will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Winning Supplier who violates the requirements and prohibitions defined herein or in **O.R.C. Chapter 102.04** is subject to termination of the Master Agreement or refusal by CCOG and Equalis Group to enter into the Master Agreement; and

D. CCOG and Equalis Group employees who violate **O.R.C. Chapters 102.03**, **102.04**, **2921.42**, or **2921.43** may be prosecuted for criminal violations.

8. Waiver of Minor Bid Errors

CCOG may, at its sole discretion, waive minor errors or omissions in bidders' submissions when those errors do not unreasonably obscure the meaning of the content or the competitive nature of the bid submitted in response to this ITB. However, substantial and/or substantive submission errors that include, but are not limited to, a bidder's ability to perform, price points, costs, or other economic indicators and factors that may affect the content or competitive nature of the

bid submitted, or capacity to perform, shall not be waived, and bidders shall not have the right to withdraw or modify their submissions after the bid due date.

9. Bid Clarifications

CCOG reserves the right to request clarifications from bidders to any information in their submission and may request such clarification as the Bid Review Team deems necessary at any point in the bid review process.

10. Unresolved Findings for Recovery

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a bid, a bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under O.R.C. Chapter 9.24 prior to the award of any contract arising out of this ITB, without notifying CCOG of such finding. CCOG will review the Auditor of State's website to identify each bidder's eligibility to enter into a contact with CCOG prior to the evaluations of any bid submitted pursuant to this ITB. The Bid Review Team will not evaluate a bid submission from any bidder whose name, or the name of any of the subcontractors proposed by the bidder, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

11. Mandatory Contract Performance Disclosure

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

12. Mandatory Disclosures of Governmental Investigations

Each bid must indicate whether bidder and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to bidder's performance of services similar to those described in this ITB. If any such instances are disclosed, bidder must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against supplier by the governmental agency. While

disclosure of any governmental action in response to this section will not automatically disqualify bidder from consideration, at the sole discretion of CCOG and Equalis Group, such governmental action and a review of the background details may result in a rejection of the bidder's response. CCOG and Equalis Group, will make this decision based on its determination of the seriousness of the matter, the matter's potential impact on bidder's performance of the work, and the best interests of CCOG, Equalis Group, and Members.

13. Marketing Requirements

The Contractor shall be proactive about selling and marketing this contract to public agencies and non-profit organizations. Failure to do so may be grounds for termination of this Contract or other disciplinary action at the option of CCOG.

CCOG and Equalis Group selected its Job Order Contracting system based on their research of what provides their Members with the best value and most cost- effective results. The Contractor shall avoid all conflicts of interest with the promotion of other Job Order Contracting systems to any agency eligible to purchase under this Job Order Contract. The promotion of other Job Order Contracting systems to any agency eligible to purchase under this Contract may be grounds for termination of this Contract Agreement.

The Contractor must adhere to the following when preparing marketing materials and websites, and in the use of trademarks and service marks:

- The Contractor shall include the CCOG and Equalis Group logo and website address on all marketing materials and web sites that mention this Contract or have anything to do with this Contract.
- The Contractor shall include the ezIQC® logo, website address (www.ezIQC.com), and telephone number (888-993-9472) on all marketing materials and websites that mention this Job Order Contract or have relate in any way to this Job Order Contract.
- The Contractor shall be authorized to use CCOG, Equalis Group and Gordian's names, logos, trademarks and service marks, as well as CCOG, Equalis Group and Gordian provided materials solely for the presentation and promotion of the availability and use of this Job Order Contract by Members. Contractor agrees that all uses of the trademarks and service marks belonging to CCOG, Equalis Group and Gordian. shall include the appropriate trademark and service mark symbols (® or TM) at all times.
- The Contractor shall not collect Project information from a Member on Contractor provided forms or web sites. The Contractor shall advise the Member to enter all information at the ezIQC® website or the Contractor may input project information on the ezIQC® website on behalf of a Member.
- Under no circumstance may copy or branding images of CCOG, Equalis Group and Gordian be altered in any way without the express written approval of CCOG, Equalis Group and Gordian. as applicable.
- All marketing materials shall be coordinated with and approved by CCOG, Equalis Group and Gordian.

14. Order of Precedence

The precedence of the contract documents shall be as follows:

- Purchase Order or Notice to Proceed which may include plans, drawings, additional terms and conditions, and supplemental technical specifications.
- Standard specifications of the CCOG Member.
- Executed Master Agreement
- Addenda, if any
- Section Three, General Terms and Conditions for JOC
- Section Two, Bid Submission and Required Forms
- Attachment B, Construction Task Catalogs
- Attachment C, Technical Specifications
- Section One, Part A, B, and C.

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Section One: Part C – Bid Format and Submission

1. Conditions of Submitting Bids

CCOG requires bid submissions to be submitted electronically via Bonfire. Bids must be prepared and submitted in accordance with instructions found in this Section. Faxes, mailed, overnighted, and emailed submissions will not be accepted.

Each bidder's total bid submission (Including all bid forms and any required and voluntarily submitted attachments) must be submitted through Bonfire no later than the deadline defined in **Section 1, Part A, Article 7 – Anticipated Procurement Timetable**.

All bids will be valid for a period of ninety (90) days from the date the bids are received by CCOG. A bidder seeking to withdraw its bid submission from consideration after the bid due date must submit such request in writing directly to CCOG at Sourcing@EqualisGroup.org.

2. Solicitation Tables

CCOG seeks sealed bids from highly qualified firms to market sell and perform Job Order Contracting Services to Members in the bidder's selected Geographical Area(s) throughout the State of Ohio (see bid tables below). The bidder Is required to identify the geographical region on each bid form. Selected contractors will perform an ongoing series of individual projects for members at different locations within the geographical region for contracts in the tables provided starting on the next page.

(Rest of page intentionally left blank, see Solicitation Tables starting on next page.)

Invitation to Bid (ITB)
Solicitation Table
Region #1 Ohio (Set Aside)

Contract Number	Trade	Geographic Area/CTC	Bid Due Date	Estimated Annual Value	Maximum Term
COG-2119-GC01-A	General Construction	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-GC01-B	General Construction	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-GC01-C	General Construction	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-MHC01-A	Mechanical/ HVAC Construction	Region #1	**06/16/2021**	$1,000,000	4 years
COG-2119-MHC01-B	Mechanical/ HVAC Construction	Region #1	**06/16/2021**	$1,000,000	4 years
COG-2119-EC01-A	Electrical Construction	Region #1	**06/16/2021**	$1,000,000	4 years
COG-2119-EC01-B	Electrical Construction	Region #1	**06/16/2021**	$1,000,000	4 years
COG-2119-PC01-A	Plumbing Construction	Region #1	**06/16/2021**	$1,000,000	4 years
COG-2119-PC01-B	Plumbing Construction	Region #1	**06/16/2021**	$1,000,000	4 years
COG-2119-RC01-A	Roofing Construction	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-RC01-B	Roofing Construction	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-RC01-C	Roofing Construction	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC01-A	Paving Asphalt/Concrete	Region #1	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC01-B	Paving Asphalt/Concrete	Region #1	**06/16/2021**	$2,000,000	4 years

See Article 3. Below for Map and list of Geographical Areas

Invitation to Bid (ITB)
Solicitation Table
Region #2 Ohio (Set Aside)

Contract Number	Trade	Geographic Area/CTC	Bid Due Date	Estimated Annual Value	Maximum Term
COG-2119-GC02-A	General Construction	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-GC02-B	General Construction	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-GC02-C	General Construction	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-MHC02-A	Mechanical/ HVAC Construction	Region #2	**06/16/2021**	$1,000,000	4 years
COG-2119-MHC02-B	Mechanical/ HVAC Construction	Region #2	**06/16/2021**	$1,000,000	4 years
COG-2119-EC02-A	Electrical Construction	Region #2	**06/16/2021**	$1,000,000	4 years
COG-2119-EC02-B	Electrical Construction	Region #2	**06/16/2021**	$1,000,000	4 years
COG-2119-PC02-A	Plumbing Construction	Region #2	**06/16/2021**	$1,000,000	4 years
COG-2119-PC02-B	Plumbing Construction	Region #2	**06/16/2021**	$1,000,000	4 years
COG-2119-RC02-A	Roofing Construction	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-RC02-B	Roofing Construction	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-RC02-C	Roofing Construction	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC02-A	Paving Asphalt/Concrete	Region #2	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC02-B	Paving Asphalt/Concrete	Region #2	**06/16/2021**	$2,000,000	4 years

See Article 2.6 Below for Map and list of Geographical Areas

Invitation to Bid (ITB)
Solicitation Table
Region #3 Ohio (Set Aside)

Contract Number	Trade	Geographic Area/CTC	Bid Due Date	Estimated Annual Value	Maximum Term
COG-2119-GC03-A	General Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-GC03-B	General Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-GC03-C	General Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-GC03-D	General Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-GC03-E	General Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-MHC03-A	Mechanical/ HVAC Construction	Region #3	**06/16/2021**	$1,000,000	4 years
COG-2119-MHC03-B	Mechanical/ HVAC Construction	Region #3	**06/16/2021**	$1,000,000	4 years
COG-2119-EC03-A	Electrical Construction	Region #3	**06/16/2021**	$1,000,000	4 years
COG-2119-EC03-B	Electrical Construction	Region #3	**06/16/2021**	$1,000,000	4 years
COG-2119-PC03-A	Plumbing Construction	Region #3	**06/16/2021**	$1,000,000	4 years
COG-2119-PC03-B	Plumbing Construction	Region #3	**06/16/2021**	$1,000,000	4 years
COG-2119-RC03-A	Roofing Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-RC03-B	Roofing Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-RC03-C	Roofing Construction	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC03-A	Paving Asphalt/Concrete	Region #3	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC03-B	Paving Asphalt/Concrete	Region #3	**06/16/2021**	$2,000,000	4 years

See Article 2.6 Below for Map and list of Geographical Areas

Invitation to Bid (ITB)
Solicitation Table
Region #4 Ohio (Set Aside)

Contract Number	Trade	Geographic Area/CTC	Bid Due Date	Estimated Annual Value	Maximum Term
COG-2119-GC04-A	General Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-GC04-B	General Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-GC04-C	General Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-GC04-D	General Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-GC04-E	General Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-MHC04-A	Mechanical/ HVAC Construction	Region #4	**06/16/2021**	$1,000,000	4 years
COG-2119-MHC04-B	Mechanical/ HVAC Construction	Region #4	**06/16/2021**	$1,000,000	4 years
COG-2119-EC04-A	Electrical Construction	Region #4	**06/16/2021**	$1,000,000	4 years
COG-2119-EC04-B	Electrical Construction	Region #4	**06/16/2021**	$1,000,000	4 years
COG-2119-PC04-A	Plumbing Construction	Region #4	**06/16/2021**	$1,000,000	4 years
COG-2119-PC04-B	Plumbing Construction	Region #4	**06/16/2021**	$1,000,000	4 years
COG-2119-RC04-A	Roofing Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-RC04-B	Roofing Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-RC04-C	Roofing Construction	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC04-A	Paving Asphalt/Concrete	Region #4	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC04-B	Paving Asphalt/Concrete	Region #4	**06/16/2021**	$2,000,000	4 years

See Article 2.6 Below for Map and list of Geographical Areas

Invitation to Bid (ITB)
Solicitation Table
Region #5 Ohio (Set Aside)

Contract Number	Trade	Geographic Area/CTC	Bid Due Date	Estimated Annual Value	Maximum Term
COG-2119-GC05-A	General Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-GC05-B	General Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-GC05-C	General Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-GC05-D	General Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-GC05-E	General Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-MHC05-A	Mechanical/ HVAC Construction	Region #5	**06/16/2021**	$1,000,000	4 years
COG-2119-MHC05-B	Mechanical/ HVAC Construction	Region #5	**06/16/2021**	$1,000,000	4 years
COG-2119-EC05-A	Electrical Construction	Region #5	**06/16/2021**	$1,000,000	4 years
COG-2119-EC05-B	Electrical Construction	Region #5	**06/16/2021**	$1,000,000	4 years
COG-2119-PC05-A	Plumbing Construction	Region #5	**06/16/2021**	$1,000,000	4 years
COG-2119-PC05-B	Plumbing Construction	Region #5	**06/16/2021**	$1,000,000	4 years
COG-2119-RC05-A	Roofing Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-RC05-B	Roofing Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-RC05-C	Roofing Construction	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC05-A	Paving Asphalt/Concrete	Region #5	**06/16/2021**	$2,000,000	4 years
COG-2119-PAC05-B	Paving Asphalt/Concrete	Region #5	**06/16/2021**	$2,000,000	4 years

See Article 2.6 Below for Map and list of Geographical Areas

3. Map and County Listings of Geographical Regions

This solicitation is for the Geographic Region(s) as specified in the map below. The Geographical Regions are for bidding purposes. Contractors may perform work for Members located outside the defined Geographical region upon award.

Ohio County Listings by Geographical Area:

Region #1

Williams	Fulton	Lucas	Defiance	Henry	Wood
Ottawa	Sandusky	Paulding	Putnam	Hancock	Seneca
Van Wert	Allen	Mercer	Auglaize	Hardin	Wyandot

Region #2

Erie	Lorain	Cuyahoga	Lake	Ashtabula	Huron
Medina	Summit	Geauga	Trumbull	Crawford	Richland
Ashland	Wayne	Stark	Portage	Mahoning	Columbiana
Tuscarawas	Carroll	Jefferson	Harrison		

Region #3

Marion	Morrow	Knox	Holmes	Logan	Union
Delaware	Licking	Coshocton	Champaign	Clark	Madison
Franklin	Fayette	Pickaway	Fairfield	Perry	Muskingum

Region #4

Dark	Shelby	Miami	Preble	Montgomery	Greene
Butler	Warren	Clinton	Hamilton	Clermont	Brown
Highland	Adams	Ross	Pike	Scioto	Jackson
Lawrence					

Region #5

Guernsey	Belmont	Noble	Monroe	Morgan	Washington
Hocking	Athens	Vinton	Meigs	Gallia	

4. Estimated Annual Value

CCOG and Equalis Group anticipates that a substantial number of current and future Members will enter into contracts resulting from this solicitation; however, CCOG and Equalis Group makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over $2,000,000 annually for General Construction, Roofing Construction, and Paving Asphalt/Concrete Construction and over $1,000,000 for Mechanical/HVAC Construction, Electrical Construction, and Plumbing Construction. This information is provided solely as an aid to bidders preparing responses only, and performance will be determined by other factors such as awarded contractors' competitiveness, and

overall performance and support of the contract. Note these volumes are estimates only and should not be construed as limits to the amount of volume that can be performed on each individual contract.

5. Award

It is the intent of CCOG to award each Contract to the lowest, responsive, responsible bidder(s) based on the Combined Adjustment Factor as shown on the Bid, subject to, **Article 6. Pricing,** below. CCOG's Bid Review Team reserves the right to reject any and all bids, in whole or in part, received in response to this ITB. The Bid Review Team may waive minor defects that are not material, do not affect the competitive nature of the bid, and when no prejudice will result to the rights of any supplier or to the public. A bidder will not be awarded more than one same scope Contract within any Geographic Region.

Bidders are required to answer questions concerning their performance capabilities, qualifications and experience, see **Section Two, Bid Submission and Required Forms**. The answers to these questions will provide information to gauge the responsibility of the bidder.

6. Pricing

A. Each bidder must submit Five (5) Adjustment Factors to be applied to every task in the CTC. The bid shall be an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
B. The bidder's Adjustment Factors shall include all of the bidder's direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, Purchase Order Proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of Book 3 – the CTC for a complete explanation of what is included in the Unit Prices and what is not.
C. The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
D. The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
E. The third Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that **do not require** prevailing wage rates.
F. The fourth Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and performed on Projects that **do not require** prevailing wage rates.
G. The fifth Adjustment Factor is for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award, see Book 2 Section One, Article 8. These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.
H. Adjustment Factors must be specified to the fourth decimal place. For example:

1	.	1	0	0	0

Or

0	.	9	8	0	0

I. For bid evaluation purposes only, the following weighting of the Adjustment factors shall be used to determine the Combined Adjustment Factor:

Adjustment Factors	Weight
NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	30%
OTHER THAN NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	10%
NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS	40%
OTHER THAN NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS	10%
NON-PRE-PRICED	10%

7. Bidders Responsiveness and Responsibility

Awards will be made to lowest responsive and responsible bidders. To qualify for evaluation, a bid must be responsive which means it shall have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive. Deviations or exceptions stipulated in bidder's submission, while possibly necessary in the view of the bidder, may result in disqualification.

Bidders will be required to answer questions pertaining to its capabilities, qualifications, and experience, see Section 2, Bid Submission and Required Forms. Information gathered from the required bid forms will be used to determine the responsibility of the bidder to perform the contract. Bidders should take great care in answering these questions as they will become part of the complete submitted bid.

8. Taxes

The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.

9. Review Process Caveats

Unbalancing of Bids - A Bid may be removed from consideration if it is determined that the bidder has mathematically unbalanced their Bid to gain a competitive advantage. The Bid will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of their anticipated profit, overhead cost, and other indirect costs that the bidder anticipates for the performance of the work as determined by the CCOG and Equalis Group Bid Review Team.

Competitive Range Determination - If a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Bid Review Team may establish a Competitive Range for the solicitation. If it is determined that a Bidder's Combined Adjustment Factor is too far outside the Competitive Range, then the bidder can be removed from consideration. The bidder shall be notified that they were determined to be outside the Competitive Range after award of the contracts.

Self-Performance Requirement – Contractor(s) for the Mechanical/HVAC Construction, Electrical Construction, Plumbing Construction, Roofing Construction, Paving, and Paving Asphalt/Concrete Construction will perform with its own organization and forces not less the 51% of the total amount of labor hours performed at the project site through the working foreperson level. The percentage calculation does not include field superintendents or office management personnel.

The Other Than Normal Working Hours Adjustment Factors must be higher or equal to the Normal Working Hours Adjustment Factors.

10. Final Supplier Recommendation

The Bid Review Team will recommend to CCOG the lowest responsive and responsible bidder, taking into consideration the responsiveness and responsibility of the contractor.

11. Contract Award Caveats

CCOG is under no obligation to issue a contract as a result of this solicitation if, in the opinion of CCOG and the Bid Review Team, none of the bids are sufficiently responsive to the objectives and needs of Members, CCOG, or Equalis Group. CCOG reserves the right to not select any bidder should CCOG decide not to proceed for any reason.

12. Protest Procedures

Any potential or actual bidder objecting to the award of a contract resulting from the issuance of this ITB may file a protest of the award of the contract, or any other matter relating to the process of soliciting the bids. Such a protest must comply with the following guidelines:

A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this ITB. The protest must be filed in writing and must contain the following information;

- The name, address, and telephone number of the protestor;
- The name and number of the ITB being protested;
- A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
- A request for a ruling by CCOG;
- A statement as to the form of relief requested from CCOG; and
- Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

B. A timely protest will be considered by CCOG if it is received by CCOG within the following periods:

- A protest based on alleged improprieties in the issuance of the ITB or any other event preceding the closing date for receipt of bids which are apparent or should be apparent prior to the closing date for receipt of bids will be filed no later than 12:00 PM on the closing date for receipt of bids, as specified in **Anticipated Procurement Timetable**, of this ITB.
- If the protest relates to the announced intent to award a contract, the protest will be filed no later than 12:00 PM Eastern of the eighth (8th) calendar day after the issuance of the Letter of Intent to Award Contract to the Winning Supplier(s).
- An untimely protest may be considered by CCOG if CCOG, in its sole discretion, determines that the protest raises issues significant to CCOG's procurement methodology. An untimely protest is one received by CCOG after the time periods set forth in this **section.**
- All protests must be filed at the following location:

  Cooperative Council of Governments
  Attn: David Robbins
  6001 Cochran Road, Suite 333
  Cleveland, Ohio 44139
- When a timely protest is filed, a contract award will not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless CCOG determines that a delay will severely disadvantage Members, CCOG, or Equalis Group. The bidder(s) who would have been awarded the contract will be notified of the receipt of the protest.
- CCOG will issue written decisions on all timely protests and will notify any protestor who filed an untimely protest as to whether or not the protest will be considered.

13. Administrative Fees

Bidders must include an Administrative Fee in calculating the Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price charged to the Member.

The Administrative Fee will be remitted by the Contractor to the designated contract administrator, within thirty (30) days of the submission of an invoice to a Member by Contractor. The Contractor will be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.

CCOG designates Gordian as its contract administrator. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498

CCOG, Equalis Group, or Gordian may request records from the Contractor for all purchases through this Contract and payment of all Administrative Fees. If a discrepancy exists between the purchasing activity and the Administrative Fees paid, CCOG, Equalis Group, or Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of CCOG, Equalis Group, or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.

CCOG, Equalis Group and Contractor hereby acknowledge Gordian, as the designated contract administrator. In the event any court action is brought to enforce payment of the Administrative Fees set forth above by any party or third-party beneficiary of this Contract, the prevailing party will be entitled to an award of reasonable attorneys' fees and collection costs.

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INVITATION TO BID

Set Aside Job Order Contracting Services in the State of Ohio

ITB # CCOG 2119

Issued By:

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

April 2021

Section Two:

Bid Submission and Required Forms

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BID FORM CHECKLIST

The following documents must be submitted with the Bid

The below documents can be found in Section 2; Bid Submission and Required Bid Forms and must be submitted with the Bid. Please note Bid Forms 1 & 2 must be filled out and submitted separately for each individually contract and geographical region you are bidding see Section One; Part C – Bid Format and Submission, Article 2 Bid Tables):

BID PRICING: Bidders must complete and submit separate Bid Forms 1 & 2 for each individual contract and geographic region they are bidding.

- ☐ **Bid Form 1: The Adjustment Factors**
- ☐ **Bid Form 2: Calculation of the Combined Adjustment Factor**

PERFORMANCE CAPABILITY, QUALIFICATIONS AND EXPERIENCE: Bidders need only submit Bid Forms 3-7 once regardless of how many contracts or geographical regions they are bidding.

- ☐ **Bid Form 3: Company Profile Questionnaire**
- ☐ **Bid Form 4: Diversity Vendor Certification Participation**
- ☐ **Bid Form 5: Bonding Capacity Statement**
- ☐ **Bid Form 6: Management Personnel**
- ☐ **Bid Form 7: References and Experience Questionnaire**

OTHER REQUIRED BID FORMS: Bidders need only submit Bid Forms 8-13 once regardless of how many contracts or geographical regions they are bidding.

- ☐ **Bid Form 8: Agreement to Work in all Areas of the State**
- ☐ **Bid Form 9: Federal Funds Certification Form**
- ☐ **Bid Form 10: Required License and Certifications**
- ☐ **Bid Form 11: Disbarment Notice**
- ☐ **Bid Form 12: Lobbying Certification and Boycott Certification**
- ☐ **Bid Form 13: Mandatory Supplier Certifications**

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: _____

CONTRACTOR NAME:_____

GEOGRAPHIC AREA:_____

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

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

   1.A Adjustment Factor With Administrative Fees:

	.				

(Specify to four decimal places)

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

   2.A Adjustment Factor With Administrative Fees:

	.				

(Specify to four decimal places)

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

   3.A Adjustment Factor With Administrative Fees:

	.				

(Specify to four decimal places)

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

   4.A Adjustment Factor With Administrative Fees: | | . | | | | |

   (Specify to four decimal places)

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

   5.A Adjustment Factor With Administrative Fees: | | . | | | | |

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

   (See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

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

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: _____

CONTRACTOR NAME:_____

GEOGRAPHICAL REGION:_____

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	_____
Line 2.	Multiply Line 1 by .30	_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	_____
Line 4.	Multiply Line 3 by .10	_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	_____
Line 6.	Multiply Line 5 by .40	_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	_____
Line 8.	Multiply Line 7 by .10	_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	_____
Line 10.	Multiply Line 5 by .10	_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	_____

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

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

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

2. *Provide your companies Federal Tax ID # or Social Security #:*

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

   Corporate Address: _____

   _____

   _____

   Remittance Address: _____

   _____

   _____

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

   Name: _____

   Title: _____

   Office Phone #: _____

   Cell Phone #: _____

   Email: _____

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

Name: _____

Title: _____

Office Phone #: _____

Cell Phone #: _____

Email: _____

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

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

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

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

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

11. *<u>Diversity program</u> - Do you currently have a diversity program or any diversity partners that you do business with?*

- c *Yes*
- c *No*

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

- c *Yes*
- c *No*

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

BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE ☐Yes ☐No
List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE ☐Yes ☐No
List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE ☐Yes ☐No
List certifying agency: _____

d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB ☐Yes ☐No
List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐Yes ☐No
List certifying agency: _____

f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No
List certifying agency: _____

BID FORM 5: BONDING CAPACITY STATEMENT

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

(Insert bonding company statement here)

BID FORM 6: MANAGEMENT PERSONNEL

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

Executive Contact

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____Zip: _____

Phone:_____Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____Zip: _____

Phone:_____Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____Zip: _____

Phone:_____Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____Zip: _____

Phone:_____Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____Zip: _____

Phone:_____Fax: _____

Email: _____

BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

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

a) Entity Name

b) Contact Name and Title

c) City and State

d) Phone Number

e) Years Serviced

f) Description of Services

g) Annual Volume

Questions:

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

Cooperative/GPO Name Contract Number

_____

_____

_____

_____

_____

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

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

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

5. Felony Conviction Notice – Please check applicable box:

   - c A publicly held corporation; therefore, this reporting requirement is not applicable
   - c Is not owned or operated by anyone who has been convicted of a felony.
   - c 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.

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

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

Please circle your intention below:

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

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

Signature

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

Name of Proposer: _____

City/State/Zip: _____

_____

Telephone No.: _____

If a partnership, names and addresses of partners:

_____

_____

_____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

Signature: _____

BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting bids must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Vendor Violation or Breach of Contract Terms:

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

Any Contract award will be subject to CCOG General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

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

Does vendor agree? _____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation,

contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

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

Does vendor agree? _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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

Does vendor agree? _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that

requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? _____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does vendor agree? _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

Does vendor agree? _____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

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

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

Does vendor agree? _____

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? _____

(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

Does vendor agree? _____

(Initials of Authorized Representative)

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

_____

Company Name

_____

Signature of Authorized Company Official

_____

Printed Name

_____

Title

_____

Date

BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

(Provide copies of all licenses and certifications that are required to be held by your organization)

BID FORM 11: DEBARMENT NOTICE

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

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____
Signature of Respondent

_____
Date

Boycott Certification

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

_____
Signature of Respondent

_____
Date

BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

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

I, _____ *(insert signature of representative of authorized representative)*, **hereby certify and affirm that** _____ (*insert company name*)**, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.**

AND

I, _____ *(insert signature of representative of authorized representative)*, **hereby certify and affirm that** _____ (*insert company name*)**, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:**

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

AND

I _____ *(insert signature of representative of authorized representative)*, **hereby certify and affirm that** _____ (*insert company name*)**, not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.**

AND

I _____ *(insert signature of representative of authorized representative)*, **hereby certify and affirm that** _____ (*insert company name*)**, either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.**

INVITATION TO BID

Set Aside Job Order Contracting Services in the State of Ohio

ITB # CCOG-2119

Issued By:

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

April 2021

Section Three:

General Terms and Conditions for JOC

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Section Three Part A - General Terms and Conditions for JOC

1. Definitions

Addendum or Addenda: The additional or modified provisions of the ITB Documents issued in writing by Cooperative Council of Governments (CCOG) prior to the receipt of Bids.

Contract: The written agreement, also identified as the Master Agreement, between the Contractor, CCOG, and Equalis Group identifying the Products & Services which will be made available to current and future Members; the pricing for those Products & Services; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

Adjustment Factors: The Contractor's proposed price adjustment to the Unit Prices as published in the Construction Task Catalog, Section Five (Construction Task Catalog). Adjustment Factors are expressed as an increase to or decrease from the published prices.

ITB Documents: The Invitation to Bid Open Market Job Order Contracting Services in the State of Ohio; Section One, Part A – Introduction, Scope and Project Information; Section One, Part B – Conditions and Other Requirements; Section One, Part C – Bid Format and Submission; Section Two, Bid Submission and Required Forms; Section Three, Terms and Conditions for JOC; Attachment A, Sample Master Agreement; Attachment B, Construction Task Catalogues, Region #1 CTC, Region #2 CTC, Region #3 CTC, Region #4 CTC, Region #5 CTC, and Attachment C, Technical Specifications.

Construction Task Catalog (CTC): A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Construction Task Catalog is a registered trademark of The Gordian Group, Inc.

Contract Documents: This Contract; the ITB Documents (Section One, Part A – Introduction, Scope and Project Information; Section One, Part B – Conditions and Other Requirements; Section One, Part C – Bid Format and Submission; Section Two, Bid Submission and Required Forms; Section Three, Terms and Conditions for JOC; Attachment A, Sample Master Agreement; Attachment B, Construction Task Catalogues, Region #1 CTC, Region #2 CTC, Region #3 CTC, Region #4 CTC, Region #5 CTC, and Attachment C, Technical Specifications, and Addenda thereto); all payment and performance bonds (if any); material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Proposal Packages, etc.) issued hereunder.

Contractor: The legal entity named in the award letter with which CCOG and Equalis Group has contracted and is responsible for the acceptable performance of the Contract, and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor will be deemed to be a reference to Contractor.

Days: Calendar days.

Detailed Scope of Work: A document prepared following a Joint Scope Meeting which describes in detail the Work the Contractor will perform for a particular Purchase Order.

Holidays: The specific days designated by CCOG Members, or the Project Labor Agreement as legal Holidays. CCOG designates the following days as Holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, and Christmas Day.

Joint Scope Meeting: A meeting, normally at the Site, to discuss the Work with the Contractor to assist in the development of the Detailed Scope of Work.

Lead Public Agency: Means CCOG in its capacity as the government entity to advertise and solicit bids for a competitive procurement process, evaluate bids and award the contract according to state statutes.

Non Pre-priced Task (NPP): A task not included in the Construction Task Catalog but within the general scope and intent of this Contract.

Member: Any entity that has elected to participate in a CCOG or Equalis Group supplier Contract.

Price Proposal: The price proposal prepared by the Contractor using the Construction Task Catalog, Adjustment Factors and appropriate quantities.

Procurement: Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Proposal Package: A group of documents and files consisting of the Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors, construction schedule, back-up for any Non Pre-Priced Tasks, warranty information on special equipment or materials and or other such documentation as the Member may require.

Project: Collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

Purchase Order. The document establishing the engagement by CCOG or the Member to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time.

Request for Proposal: The Member's written request for the Contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work.

Responsive Respondent: Means a person, company, firm, corporation, partnership or other organization who submits a bid which conforms in all material respects to the invitation to bid or request for proposals.

Site: The area upon or in which the Contractor performs the Detailed Scope of Work and such

other areas adjacent thereto as may be designated by CCOG or the Member.

Solicitation: Means an invitation to bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: Means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

State: The State of Ohio.

Subcontractor: Any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

Supplemental Purchase Order: A purchase order issued to add, delete or change Work from an existing, related Purchase Order.

Technical Specifications: The comprehensive listing of the Members standards for quality of workmanship and materials, and the standard for the required quality of the Work.

Unit Price: The price published in the Construction Task Catalog for a Task.

Work: The labor, material, equipment, and services necessary or convenient to the completion of Purchase Orders.

Purchase Order Completion Time: The period of time set forth in the Purchase Order within which the Contractor must complete the Detailed Scope of Work.

Purchase Order Price: The value of the approved Price Proposal and the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within the Purchase Order Completion Time.

Vendor: Means any provider or seller of goods and/or services that has a contractual relationship with CCOG or Equalis Group.

Winning Supplier(s). The contractor(s) who have been awarded a contract as a result of this ITB.

2. Scope of Work

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different Sites throughout the Regions. A Job Order Contract includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As Projects are identified the Member (or the Member Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Member in developing a final scope of work. The Member will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal

for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Member with Price Proposal review, and if the Price Proposal is found to be reasonable, the Member will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

If the Job Order Proposal Package is found to be complete and reasonable, a Job Order and Purchase Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. One or more Job Orders will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Job Order. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup during and after construction. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

The Work shall be conducted by the Contractor in strict accordance with the Contract Documents. The Contractor shall maintain accurate and complete records, files and

libraries of documents to demonstrate compliance with Federal, State, and local regulations, codes, applicable laws, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

All Work shall comply with any applicable standards, including those specified in the Contract Documents. If the Job Order specifies a standard which is different or more stringent, the standard used in the Job Order shall control:

- Job Order Contract Technical Specifications
    - The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines.
    - The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Member facilities.
    - Reference in the Technical Specifications or the Construction Task Catalog® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to

the prospectiveProposer items that will be satisfactory.

3. Procedure for ordering work

Initiation of a job order: As the need exists, CCOG (or their designated representative) will, on behalf of a Member, notify the Contractor of a Project and schedule a Joint Scope Meeting.

The Contractor will attend the Joint Scope Meeting to discuss, at a minimum:

- the general scope of the Work,
- alternatives for performing the Work and value engineering,
- access to the Site and protocol for admission,
- hours of operation,
- staging area,
- requirements for professional services, sketches, drawings, and specifications,
- requirements for catalog cuts, technical data, samples and shop drawings,
- project schedule,
- requirement for bonding
- the presence of hazardous materials, and
- date on which the Price Proposal Package is due

Upon completion of the joint scoping process, CCOG (or their designated representative), working with the Member and the Contractor, will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. CCOG (or their designated representative) will issue a Request for Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and CCOG (or their designated representative), will be the basis on which the Contractor will develop its Price Proposal and CCOG (or their designated representative) and the Member will evaluate the same. The Contractor does not have the right to refuse to perform any Task or any work in connection with a particular Project.

The Member may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Member cannot agree on the quantities required, or for any other reason as determined by the Member. In all such cases, CCOG (or their designated representative) shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

Preparation of the Job Order Proposal Package: The Contractor's Job Order Proposal Package shall include, at a minimum:

- Job Order Price Proposal;
- Required drawings or sketches;
- List of anticipated Subcontractors;
- Construction schedule;
- Other Member-requested documents.

The Job Order Price shall be the value of the approved Job Order Price Proposal.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

Preparation of the Job Order Price Proposal: The Contractor will prepare Job Order Price Proposals in accordance with the following:

- **Pre-priced Tasks:** A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
- **Non Pre-priced Tasks:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.
  - Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
    - Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    - If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
  - The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

    For Work Performed with the Contractor's Own Forces:

    A. The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
    B. The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
    C. Lowest of three independent quotes for all materials

    - Total for a Non Pre-priced Task performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

    For Work Performed by Sub-contractors:

    - D = Lowest of three Subcontractor quotes
    - Total for a Non Pre-priced Task performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor
  - After a Non Pre-priced Task has been approved by CCOG (or their designated representative), the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

        - CCOG (or their designated representative) determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid as required **(See Section Three: General Terms and Conditions for JOC, Article 19, Permits and filings)** the Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

The Contractor's Job Order Proposal Package shall be submitted by the date indicated on the Job Order Request for Proposal. All incomplete Job Order Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal Package may be required quickly and the due date will be so indicated on the Job Order Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal Package, the request must be submitted so that the submittal of the Job Order Proposal Package is not delayed.

Review of the Job Order Proposal Package.

- CCOG (or their designated representative) will evaluate the entire Job Order Proposal Package and compare it with the Detailed Scope of Work to determine the reasonableness of approach, as well as the appropriateness of the tasks and quantities proposed.
    - The means and methods of construction shall be such as the Contractor may choose; subject however, to CCOG (or their designated representative) right to reject means and methods proposed by the Contractor that:
        - Will constitute or create a hazard to the Work, or to persons or property; or
        - Will not produce finished Work in accordance with the terms of the Contract; or
        - Unnecessarily increases the price of the Job Order when alternative means and methods are available.
    - By submitting a Job Order Proposal Package, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Job Order Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to CCOG.

Delivery of the Job Order to the Member.

- CCOG (or their designated representative) reaches an agreement with the Contractor on the Job Order Proposal Package and any requested revision thereto, if applicable, the CCOG (or their designated representative) will deliver the Job Order for the Member's consideration.
- Each Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Job Order Contract shall be applicable to each Job Order. The Purchase Order, issued by the Member and delivered to the Contractor constitutes the Member's acceptance of the Job Order.
- Once the Job Order has been submitted to the Member the Contractor is bound by its content.

Review of the Job Order by the Member and Issuance of Purchase Order.

- The Member will evaluate the entire Job Order and compare it with the Member's estimate of the Detailed Scope of Work to determine the reasonableness of approach, price, and other factors.
- The Member reserve the right to reject a Job Order or cancel a Project for any reason. The Member also reserves the right not to issue a Purchase Order if it is determined to be in the best interests of the Member. The Member may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal Package (including incidental architectural and engineering services), Subcontractor costs, and the costs to review the Job Order Proposal Package with CCOG (or their designated representative) and the Member.
- The Member may request changes to or clarifications of any part of the Job Order. The Contractor and CCOG (or their designated representative) will work together to make any requested revisions in a timely manner and resubmit a revised Job Order.
- Upon approval by the Member, the Member may issue a Notice to Proceed, a Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.
- If performance and payment bonding is required, or if a separate and /or special insurance certificate is required. The Contractor will deliver such requirements to the CCOG Member within ten (10) days of notification of the requirement.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by CCOG. The Contractor shall begin the Work for a Job Order as directed by the Member notwithstanding the absence of a fully developed Job Order Request for Proposal, Detailed Scope of Work, Job Order Proposal Package or Job Order. The Contractor shall be compensated for such Work as if the Work had been ordered under the standard procedures.

4. Job Order Contracting Software and System License

Job Order Contracting Software: The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC SolutionTM includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals,

subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

JOC System License: Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary JOC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to CCOG and the Members under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with CCOG expires or terminates, this JOC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this JOC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by CCOG or a Member, this JOC System License will take precedence.

5. Term of Contract and Purchase Orders Issued

This Contract has an initial term of One (1) year from the date on contract and three (3) bilateral option provisions for three (3) additional one-year terms.

A Job Order may be issued by a Member at any time during the term of this Contract Agreement even though the Work and the payments made for such Work may occur after the term ends. All the provisions of this Contract Agreement are incorporated into each Job Order issued hereunder.

6. Option to Bilaterally Extend Contract

This Contract has an initial term of One (1) year from the date on contract and three (3) bilateral option provisions for three (3) additional one-year terms.

In the event the Contract Agreement expires before another bid is awarded, CCOG and the Contractor may extend the contract for an additional (1) one year term per mutual agreement.

The Construction Task Catalog issued with this Solicitation will be in effect for the duration of this Contract.

Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date thereof to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary, that the Adjustment Factors be updated. Such request shall be delivered to CCOG, Equalis Group, and Gordian, Inc. In the event the Contractor fails to deliver the request timely, then CCOG and Equalis Group shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by CCOG and Equalis Group. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following:

The Contractor's Adjustment Factors shall be adjusted according to the following:

- A Base Year Index will be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Solicitation (e.g. April Solicitation, Base Year Index is April of the prior year to March of the Solicitation year).
- A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the Solicitation (e.g. April Solicitation, Current Year Index is April of the prior year to March of the current year).
- The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
- Averages shall be obtained by summing the 12 month indices and dividing by 12.
- All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:

- The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
- The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).

ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
Under all circumstances, should the Contractor submit a Proposal Package with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Purchase Order Price submitted in the Proposal Package.

The Contractor cannot delay submission of the Proposal Package past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

7. Regions

Contractor will primarily work in the Bid Region designated. However, if both parties agree, the Contractor may work in another Bid Region at the Adjustment Factors proposed or as adjusted according to Article 5 above. If a Contractor holds multiple contracts, when performing work outside the Bid regions it will always use the contract that results in the lowest price for the Member.

Contractor shall extend all Contract terms and conditions to any new Member in the Bid Region designated, as well as any other Bid Region, throughout the Contract term.

8. Assignment of Work

The assignment of the Work is at the sole discretion of the Member. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

9. Changes

Changes to the Contract Agreement may be accomplished after execution of the Contract Agreement and without invalidating the Contract, by Change Order.

Changes to a Job Order: The Member reserves the right to make, in writing, at any time during the Work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. The Member, without invalidating the Job Order, may order changes in the Work by issuing a Supplemental Job Order. Changes, deletions, or additions will not invalidate the Job Order nor release the surety, if any, and the Contractor agrees to perform the Work as altered.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors and multiplied by the appropriate quantities. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

10. Payment and Performance Bonds and Material and Workmanship Bonds

If required by the Member for a particular Job Order, the Contractor shall deliver a Payment Bond and a Performance Bond equal to the Job Order Price of such Job Order. The bonds must be in a form, and executed by a surety, acceptable to the Member. The bonds must be received before the Notice to Proceed will be issued. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

11. Prevailing Wage and Member Participation Requirements

If required on a Job Order, the Contractor shall pay prevailing wages to all workers in accordance with applicable laws. The wage rates used for the Construction Task Catalog® were the prevailing wage rates, if any; in effect at the time the ITB Documents were issued. In the performance of the work, however, contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation.

If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Job Order is performed in whole or in part using federal funding and Davis-Bacon Wages for that area/region apply, the Contractor shall pay Davis-Bacon Wages to all workers in accordance with applicable laws. If Davis-Bacon Wages are required on a Job Order, the requirement shall not entitle Contractor to any increased compensation.

Contractors shall meet any participation goals or requirements established by the Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Job Order Request for Proposal or Detailed Scope of Work.

12. Personnel

The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the Work. During the performance of the Work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

13. Supervision

The Contractor shall supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Site safety thereof and, except as stated below, shall be fully and solely responsible for the

jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Member and shall not proceed with that portion of the Work without further written instructions from the Member.

The Contractor shall be responsible to the Member for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

14. Member's Access to the Work

The Contractor shall provide the Member access to the Work at all times.

15. Member's Right to Stop Work

The Member may order the Contractor to stop the Work on any Job Order, or any portion thereof, at any time for any reason.

16. Member's Right to Complete Work

If the Contractor has been ordered to stop the Work, the Member may, without prejudice to other remedies, have the Work completed by any available means.

17. Review of Field Conditions

Before submitting a Job Order Proposal Package, the Contractor shall carefully study the Detailed Scope of Work, as well as the information furnished by the Member, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Site affecting it. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the CCOG and the Member.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to CCOG and the Member, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the CCOG and the Member.

18. Workmanship and Quality

The Contractor may make substitutions only with the consent of the Member.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the portions of the Work assigned to them.

19. Permits and Filings

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and

information that may be required. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be reimbursable. The Contractor shall be compensated for the cost of the filings and permits through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors. Contractor shall submit written documentation of such fees. The 10% mark-up shall cover all costs over and above the filing and permit fees, including expeditor fees.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

It is not the Contractor's responsibility to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that any portion of the Detailed Scope of Work is at variance therewith, the Contractor shall promptly notify CCOG and the Member in writing.

20. Architectural and Engineering Services

Under this Contract it is expected that the level of Architecture and Engineering (A/E) services and design, if any, will be incidental to the Contract and therefore any cost associated with this is to be included in the Contractor's Adjustment Factors. If the level of A/E services for a Purchase Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to the appropriate Task in the CTC. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

The preparation of incidental drawings/plans, specifications, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Purchase Orders is part of the Scope of Work of this Contract and the cost there of will be included in the Contractor's Adjustment Factors.

21. Shop Drawings, Product Data and Samples

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals which are not required by the Contract Documents may be returned by the Member without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Member Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Member or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Member without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Member.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Member's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Member in writing of such deviation at the time of submittal and (1) the Member has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Member's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Member on previous submittals. In the absence of such written notice the Member's approval of a resubmission shall not apply to such revisions.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Member will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Member Manager. The Member shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Member has specified to the Contractor all performance and design criteria that such services must satisfy. The Member will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

22. Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Member or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Member or a separate contractor except with written consent of the Member and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Member or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

23. Installation

Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

24. Punch List Completion

The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the Member. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) business days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

Punch List Work will be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages **(See Section Three: General Terms and Conditions for JOC, Article 45, Liquidated Damages)** Contract General Conditions will apply.

25. Cleaning Up

The Contractor shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Job Order. At completion of the Work, the Contractor shall remove from and about the Site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up, the Member may do so and the cost thereof shall be charged to the Contractor.

26. Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold CCOG and the Member harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the

Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Member. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Member.

27. Indemnification

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the CCOG, the Member, consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

28. Subcontractors

The Contractor, as soon as practicable after award of the Job Order, shall furnish in writing to the Member the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Member will promptly reply to the Contractor in writing stating whether or not, after due investigation, Contractor has reasonable objection to any such proposed person or entity. Failure of the Member to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed Subcontractor or entity to whom the Member has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

If the Member has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Member has no reasonable objection.

29. Coordination with Other Contractors

The Member reserves the right to perform construction or operations related to the Job Order with the Member's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

The Member shall provide for coordination of the activities of the Member's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The

Contractor shall participate with other separate contractors and the Member in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Member until subsequently revised.

30. Request for Extension of Time

If the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by an act or neglect of the Member, or of an employee of either, or of a separate contractor employed by the Member, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Member determines may justify delay, then the Job Order Completion Time shall be extended for such reasonable time as the Member may determine.

The Contractor agrees to make no claim for damages for the delay in the performance of any Job Order occasioned by any act or omission to act of the Member or any of their representatives, and agrees that any such claim shall be fully compensated for by an extension of time as provided herein.

31. Buyer Delays

The contractor will negotiate with the Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

32. Construction Contract Requirement

Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the Member. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the Member, it must be clearly defined and agreed to by the Member and the prime contractor prior to the start of the project.

33. Construction Schedule

The Member retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The Member shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

34. Coordination

The contractor and the Member shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

35. Condition and Delivery of Construction Material

The contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

36. Partial Occupancy or Use

The Member may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Member and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Member. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Member and Contractor.

Immediately prior to such partial occupancy or use, the Member and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

37. Identification and Security Requirements

The Contractor shall comply with all identification and security requirements that the Member may establish.

38. Protection of Persons and Property

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Member and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Member or anyone directly or indirectly employed by it, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor' superintendent unless otherwise designated by the Contractor in writing to the Member.

The Contractor shall not permit any part of the construction or Site to be loaded so as to endanger safety.

39. Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Member, or with the appropriate public authority. The Contractor shall give the Member timely notice of when and where tests and inspections are to be made so that the Member may be present for such procedures.

If the Member or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Member will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Member, and the Contractor shall give timely notice to the Member of when and where tests and inspections are to be made so that the Member may be present for such procedures. Such costs shall be at the Member's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Member.

If the Member is to observe tests, inspections or approvals required by the Contract Documents, the Member will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

40. Hazardous Materials

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Member in writing.

The Member shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Member shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Member in writing stating whether or not it has reasonable objection to the persons or entities proposed by the Member. If the Contractor has an objection to a person or entity proposed by the Member, the Member shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written

agreement of the Member and Contractor. The Job Order Completion Time shall be extended appropriately.

To the fullest extent permitted by law, the Member shall indemnify and hold harmless the Contractor, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

The Member shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Member shall indemnify the Contractor for all cost and expense thereby incurred.

41. Insurance

The contractor at their expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Ohio or another applicable jurisdiction. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that CCOG, Equalis Group and its agents have been named as additional insured. If the public agency has higher insurance than those requirements may be added as an addendum to the purchase order.

42. Certificates of Insurance

Certificates of Insurance, name and address of the contractor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed in the state in which the work is being performed under this contract. The Contractor shall give the Member a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor will add the Member as an additional insured if requested at the cost of the vendor.

Contractor's Liability Insurance	Minimum Coverage
Employer's Worker's Compensation insurance:	Statutory
Employer's liability / Bodily injury by accident Each Occurrence:	$100,000.00
Employer's liability / Bodily injury by disease Each Employee:	$100,000.00
Policy Limit:	$2,000,000.00

43. Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage,

Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:	Minimum Coverage
· Single limit	$500,000.00
· Unimpaired aggregate	$1,000,000.00

Comprehensive automobile liability:	Minimum Coverage
Include non-ownership and hired car coverage as well as owned vehicles.	
· Bodily damage Each Person	$1,000,000.00
· Bodily damage Each Occurrence	$1,000,000.00
· Property damage Each Occurrence	$1,000,000.00

44. All Builders Risk Insurance

Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to Member. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

45. Pollution Liability Insurance

If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such Work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure in an amount not less than $2,000,000 per occurrence and $2,000,000 aggregate. The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

46. Labor Practices

The contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the Member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Member must be limited to only those approved by the Member.

The method and manner of performance must be stated: employees of the contractor are not employees of the Member. The level of competency of the personnel will be subject to approval by the Member. The contractor must agree to comply with all local, state and federal laws. The contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. The contractor must establish procedures to deal with fire, theft, and storm damage. The contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the Member's employees.

Member's shall have the right to require the contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

The contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

47. Liquidated Damages

If provided for in the Invitation to Bid, CCOG or the Member may assess liquidated damages for each day after the Purchase Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between Contractor, CCOG, and the Member, that time is of the essence in all matters relating to Liquidated Damages. The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

46. Project Completion

Upon completion of the work, the contractor shall present the Member with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the Member.

If the Member discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

47. Public Works

The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

48. Restoration

The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the Member.

49. Retention

Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the Member and the contractor.

If the Member and the contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the contractor must provide the Member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

50. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required

to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

51. Rules Regulations and Codes

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the Member of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

The contractor must advise the Member whenever work is expected to be hazardous to Member employees or their charges (i.e. school children, citizens, etc.).

52. Severance

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

53. Worksite

The condition of the site before start-up will be agreed upon between the buyer and the contractor and will be written into the contract.

Upon prior written agreement between the contractor and the Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Member prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. The contractor agrees to provide proof of coverage and/or addition of the Member as an additional insured upon the Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the Member and be separated from other materials. The Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

54. Computer Software

The Contractor must maintain at its office for its use a computer with an internet connection. The Contractor will be furnished with a copy of the internet based eGordian® software which will allow the Contractor to generate Price Proposals. This software program contains an electronic copy of the Construction Task Catalog and allows the Contractor to select items and quantities for use in a particular Price Proposal. The software generates a Price Proposal in a preset format acceptable to the Member. There is no separate charge to the Contractor for the software and the related software training.

55. Equal Employment Opportunity

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 41 CFR 60-1.4(b) which is incorporated in this contract by reference: https://www.gpo.gov/fdsys/pkg/CFR-2011-title41- vol1/pdf/CFR-2011-title41-vol1-sec60-1-4.pdf. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

56. Contract Hours And Work Safety Standards Act

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3701-3708 which is incorporated in this contract by reference: https://www.gpo.gov/fdsys/pkg/USCODE-2011- title40/pdf/USCODE-2011-title40-subtitleII-partA-chap37.pdf. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

57. Davis-Bacon Wage Act

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3141-3148 which is incorporated in this contract by reference: https://www.gpo.gov/fdsys/pkg/USCODE-2003- title40/pdf/USCODE-2003-title40-subtitleII-partA-chap31-subchapIV.pdf. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted. The Member must provide Davis-Bacon or local wage rates to the contractor before work begins if they are to be used.

58. Copeland "Anti-Kickback" Act

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3145 which is incorporated in this contract by the reference above in #41. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

59. Solid Waste Disposal Act

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference: https://www3.epa.gov/wastes/conserve/tools/cpg/pdf/rcra-6002.pdf. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

60. Claims and Disputes

All claims or disputes between the Member and Contractor will be resolved by Member's representative.

61. Audits

CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable

notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

62. Warranty

Contractor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Contractor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the Contractor agrees to repair or replace such units at no cost to the CCOG Members.

During the warranty period, neither the final payment nor any provision of the Contract Documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice Contractor fails to comply with warranty provisions, Members may, at their option, have the defects corrected or items replaced from the best available source and the Contractor shall be liable for all related expenses incurred by the Member.

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

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