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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: Construction

CONTRACTOR NAME: Jawon Oglesby

GEOGRAPHIC AREA: Northeast Ohio

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

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

   1.A Adjustment Factor With Administrative Fees: 1.1950 (Specify to four decimal places)

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

   2.A Adjustment Factor With Administrative Fees: 1.3400 (Specify to four decimal places)

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

   3.A Adjustment Factor With Administrative Fees: 1.1750 (Specify to four decimal places)

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

4.A Adjustment Factor With Administrative Fees:

1	.	2	4	0	0

(Specify to four decimal places)

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

5.A Adjustment Factor With Administrative Fees:

1	.	1	9	7	5

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

(See Bid Form 2 for calculation procedure)

2	.	2	0	0	0

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.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: Construction_____

CONTRACTOR NAME: Jawon Oglesby_____

GEOGRAPHICAL REGION: Northeast Ohio_____

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	1.1950_____
Line 2.	Multiply Line 1 by .30	.3585_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.3400_____
Line 4.	Multiply Line 3 by .10	1.134_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.1750_____
Line 6.	Multiply Line 5 by .40	.47_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.2400_____
Line 8.	Multiply Line 7 by .10	0.124_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.1975_____
Line 10.	Multiply Line 5 by .10	.11975_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	2.20_____

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.

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BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

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

   O's Versatility Construction

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

   83-3932129

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

   Corporate Address: ***4408 Brooks Road***

   Cleveland, Ohio 44105

   Remittance Address: _____

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

   Name: ***Jawon L. Oglesby***

   Title: ***Owner***

   Office Phone #: ***216.333.5577***

   Cell Phone #: ***216.333.5577***

   Email: *o.versatility.construction@gmail.com*

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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: Jawon Oglesby

Title: Owner

Office Phone #: 216.333.5577

Cell Phone #: 216.333.5577

Email: o.versatility.construction@gmail.com

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

O's Versatility Construction prides itself offering high quality versatile services

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

$200,000.00

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

$60,000.00

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

Our company has worked extensively on trying to strengthen relationships amongst existing partners as well as looking at creative ways to market the services that we provide by ensuring that our services and prices are competitive.

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

We believe that our versatile experiences in interior and exterior renovations makes our company matched with other potential candidates. If we are contracted for services OVC will approach each job request with an outline of how the work will be completed. Our company prides itself on building relationships that ensure our partners understand that we are committed to service. We will ensure that our craftsmen have the resources to complete each job thoroughly.

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

- ☐ *Yes*
- × *No*

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

- ☐ *Yes*
- ☐ *No*

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

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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: __**City of Cleveland**_____

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

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

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

f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ×Yes ☐No
List certifying agency: _____**MBE (Ohio Department of Administrative Services)**_

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)

Bond No. 64646021

CONTRACTOR'S BOND
CITY OF CLEVELAND

KNOW ALL MEN BY THESE PRESENTS,

THAT O's Versatility Construction as principal,

doing business as O's Versatility Construction Company, and

WESTERN SURETY COMPANY as surety are held and firmly bound unto the City of Cleveland or to any of its officers, for the use of any person, persons, firm or corporation with whom such principal shall contract to construct, alter, repair, add to, subtract from, reconstruct or remodel any building, structure, or appurtenance thereto or any part thereof, in accordance with the provisions and the requirements of the Codified Ordinances of the City of Cleveland, in the penal sum of Twenty-five Thousand Dollars ($25,000), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of May, 2019.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, whereas the above bounden principal has made application to the Director of Building and Housing for a Certificate of Registration as a Contractor to engage in the business of constructing, altering, repairing, adding to, subtracting from, reconstructing, or remodeling any building, structure, or appurtenance thereto or any part thereof, as required by the Codified Ordinances of the City of Cleveland, during the period beginning May 16th, 2019, and ending the last day of December, 2019.

NOW, THEREFORE, if the said principal shall well and truly indemnify, keep and save harmless the City of Cleveland, or any of its agents or officials for the use of any person, persons, firm, or corporation with whom such Contractor shall contract to do work, and shall indemnify and pay any such person, persons, firm or corporation for damage sustained on account of the failure of such Contractor to perform the work so contracted for in accordance with the provisions of the Codified Ordinances of the City of Cleveland, and any and all lawful rules and regulations promulgated under the authority thereof, and from or by reason or on account of anything done under and by virtue of any permits issued under such Registration for the doing of any work required to be done in the construction, alteration, repair, addition to, subtraction from, reconstruction or remodeling of any building, structure, or appurtenance thereto or any part thereof, then this obligation shall be null and void; otherwise, to remain in full force and effect.

THE LEGAL FORM AND CORRECTNESS OF THE WITHIN INSTRUMENT IS HEREBY APPROVED

DIRECTOR OF LAW

By

ASSISTANT

Date

Principal (Signature)

Address 4408 Brooks Rd., Cleveland, OH 44

Surety WESTERN SURETY COMPANY

P.O. Box 5077

Address Sioux Falls, SD 57117-5077

Attorney-in-fact Anthony J. Horn Jr.

Anthony Jerome Horn Jr

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

C of C 66-140 Rev. 8/2003

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: __Jawon Oglesby_____

Title: _____Owner_____

Company: ___O's Versatility Construction_____

Address: ___4408 Brooks Road_____

City: _Cleveland_____ State: ___Ohio_____Zip: _44105_____

Phone: 216.333.5577_____Fax: _____

Email: ___o.versatility.construction@gmail.com_____

Account Manager / Sales Lead

Contact Person: ___Donell Edmond_____

Title: _____Chief Financial Manager_____

Company: ___O's Versatility Construction_____

Address: ___4408 Brooks Road_____

City: _Cleveland_____ State: __Ohio_____ Zip: __44105_____

Phone: 216.856.0275_____Fax: _____

Email: __donelledmond216@gmail.com_____

Contract Management (if different than the Sales Lead)

Contact Person: ___Jawon Oglesby_____

Title: _____Owner_____

Company: ____O's Versatility Construction_____

Address: ___4408 Brooks Road_____

City: ___Cleveland_____ State: _____Ohio_____Zip: _44105____

Phone: 216.333.5577_____Fax: _____

Email: _o.versatility.construction@gmail.com_____

Billing & Reporting/Accounts Payable

Contact Person: ___Tiffany Joseph_____

Title: _____Owner_____

Company: __O's Versatility Construction_____

Address: _____4408 Brooks Road_____

City: ___Cleveland_____ State: ___Ohio_____ Zip: _44105_____

Phone: 216.469.0765_____Fax: _____

Email: _o.versatility.construction@gmail.com_____

Marketing

Contact Person: __Jawon Oglesby_____

Title: _____Owner_____

Company: ___O's Versatility Construction_____

Address: ___4408 Brooks Road_____

City: __Cleveland_____ State: ___Ohio_____Zip: __44105_____

Phone: 216.333.5577_____Fax: _____

Email: ___o.versatility.construction@gmail.com_____

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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**
   1a. Cleveland Metropolitan Housing Authority
   2a. Re/Max Haven Realty Properties
   3a. City Wide Maintenance
   4a. All Star Management
   5a. Richmond Mall

b) **Contact Name and Title**
   1b. Sheronda Greer
   2b. Diane
   3b. Any Representative can provide a reference
   4b. N/A
   5b. N/A

c) **City and State**
   1a. Cleveland, Ohio
   2b. Bedford Heights, Ohio
   3b. Cleveland, Ohio
   4b. Cleveland, Ohio
   5b. Richmond Heights, Ohio

d) **Phone Number**
   1d. 216.337.5803
   2d. 216.299.0444
   3d. 440.234.7790
   4d. 440.363.4719
   5d. 440.683.1083

e) **Years Serviced**
   1e. 2 years
   2e. 1 year
   3e. 1.5 years
   4e. 6 months
   5e. 2 months

f) **Description of Services**
   1f. Residential maintenance and modernization Project(s)
   2f. Residential remodeling/Rehabilitation
   3f. Residential rehabilitation/maintenance
   4f. Residential rehabilitation/maintenance
   5f. Commercial Remodeling/Renovation

g) **Annual Volume**
   1g. 150,000.00

g) **Annual Volume**

1g. 150,000.00
2g. $60,000.00
3g. $13,000.00
4g. $11,000.00
5g. $5,000.00

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

   N/A

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:

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

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

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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: Jawon L. Oglesby _____

City/State/Zip: 4408 Brooks, Cleveland, Ohio 44105 _____

_____

Telephone No.: 216.333.5577 _____

If a partnership, names and addresses of partners:

N/A _____

_____

_____

Notarized

Subscribed and sworn to before me this 11e day of June, 2021

Notary Public in and for the County of Cuyahoga

equalis GROUP

State of Ohio

My commission expires: 10/31/2021

Signature: _____

ALEXANDRA MAY - NOTARY PUBLIC
COMM EXP OCT 31 2021
STATE OF OHIO

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? _____ J.O. _____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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? _____J.O._____

(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.

__O's Versatility Contruction_____

Company Name

_____

Signature of Authorized Company Official

_Jawon L. Oglesby_____

Printed Name

_Owner_____

Title

__6.3.2021_____

Date

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BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

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

Ohio | Department of Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

12/14/2020

Jawon Oglesby
O's Versatility Construction
4408 Brooks Rd.
Cleveland, OH 44105

Certification Number: EDGE-221821
Effective Dates: 12/14/2020 through 12/14/2022

Dear Jawon Oglesby:

The Ohio Department of Administrative Services, Equal Opportunity Division (DAS/EOD) has reviewed your business's application to obtain certification as an Encouraging Diversity Growth and Equal Business Enterprise (EDGE) in Ohio. The Ohio Department of Administrative Services, Equal Opportunity Division is pleased to inform you that O's Versatility Construction has been certified by DAS/EOD as an EDGE Business Enterprise.

The Ohio Department of Administrative Services, Equal Opportunity Division has determined that O's Versatility Construction satisfactorily meets the requirements set forth in Section 123:2-14 of the Ohio Administrative Code as is required for participation in the EDGE program. This certification letter shall serve as the state's official certification to this effect.

This letter also acknowledges that O's Versatility Construction has been categorized under the Construction category for EDGE program participation.

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

Failure to notify DAS/EOD of any material change is cause for revocation of O's Versatility Construction's EDGE certification.

Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for DAS/EOD's review relative to the O's Versatility Construction's eligibility for continued participation in the EDGE program.

If you need any assistance or have questions about the EDGE program, please contact the Business Certification and Compliance Unit at 614-466-8380.

Sincerely,

Eric M. Seabrook
Deputy Director
State EEO Coordinator

Ohio | Department of Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

12/19/2019

Jawon Oglesby
O's Versatility Construction
4408 Brooks Rd.
Cleveland, OH 44105

SUBJECT: Minority Business Enterprise (MBE) Program
Certification Number: MBE-21752
Effective Dates: 12/19/2019 through 12/19/2021

Dear Jawon Oglesby:

As you are aware, a company desiring to participate in the State of Ohio's Minority Business Enterprise program must demonstrate to this Office that the company is owned and controlled by a minority individual for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that the company satisfactorily meets the requirements set forth in Section 123:2-15-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State's official certification to this effect.

This letter also acknowledges that O's Versatility Construction has been categorized under the Construction procurement category for MBE program participation, and has demonstrated capability and/or experience for a period of at least one-year in the following UNSPS code(s):

1. 72111000 Single family dwelling construction services
2. 72111100 Multiple unit dwelling construction services
3. 72151100 Plumbing construction services
4. 72152000 Plastering and drywall services

Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company's qualifications for continuing participation in the MBE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company's name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

If you need any assistance or have questions about the MBE program, its objectives, or its operation, please contact the Equal Opportunity Division's Business Certification and Compliance Unit at 614-466-8380.

Sincerely,

Eric M. Seabrook

Eric M. Seabrook
Deputy Director
State EEO Coordinator

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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: ____O's Versatility Construction_____

Title of Authorized Representative: ____Jawon Oglesby_____

Mailing Address: ___4408 Brooks Road, Cleveland, Ohio 44108_____

Signature: ___Jawon
Oglesby_____

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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.

Jawon Oglesby

Signature of Respondent

June 15, 2021

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.

Jawon Oglesby

Signature of Respondent

June 15, 2021

Date

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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, ____Jawon Oglesby_____ *(insert signature of representative of authorized representative),* **hereby certify and affirm that O's Versatility Construction** *(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, ___Jawon Oglesby_____ *(insert signature of representative of authorized representative),* **hereby certify and affirm that O's Versatility Construction** *(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 ____Jawon Oglesby_____ *(insert signature of representative of authorized representative),* **hereby certify and affirm that O's Versatility Construction** *(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 ____Jawon Oglesby_____ *(insert signature of representative of authorized representative)*, **hereby certify and affirm that O's Versatility Construction** *(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.**