

Section Three, Part A – General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties.**"

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

- 2.1. Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"
- 2.5. Formation of Contract**
- a. Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
 - (1) General terms and conditions
 - (2) Specifications and scope of work
 - (3) Attachments and exhibits
 - (4) Documents referenced or included in the solicitation

2.6. **Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided

that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

2.8. Notice & Opportunity to Defend; Limitations & Thresholds.

- a. Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

2.9. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies.

Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.10. Termination Rights. The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

2.11. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.12. Audit of Winning Supplier. 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.

2.13. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference,

government regulations, or any other event or occurrence beyond the reasonable control of the affected Party (“**Event of Force Majeure**”). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.14. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier’s proposal.

- | | |
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| i. If to CCOG: | ii. If to EQUALIS: |
| The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002 | Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024 |

2.15. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.16. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney’s fees and costs from the non-prevailing

Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.17. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.18. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.19. Nondiscrimination & Intimidation.

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



REQUEST FOR PROPOSALS:

Alternative Procurement Delivery Methods for General Contracting Services

RFP #:

COG-2132

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:

April 15, 2022

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Mandatory Supplier & Proposal Certifications**
- Proposal From 8: Clean Air Act & Clean Water Act**
- Proposal From 9: Debarment Notice**
- Proposal Form 10: Lobbying Certification**
- Proposal Form 11: Contractor Certification Requirements**
- Proposal Form 12: Boycott Certification**
- Proposal Form 13 Federal Funds Certification Forms**
- Proposal Form 14: Arizona Contractor Requirements**
- Proposal Form 15: New Jersey Requirements**
- Proposal Form 16: General Terms and Conditions Acceptance Form**
- Proposal Form 17: Equalis Group Administration Agreement Declaration**
- Proposal Form 18: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	HITT Contracting Inc.	
1.1.2. Corporate Street Address:	2900 Fairview Park Drive, Falls Church, VA 22042	
1.1.3. Remittance Address:	2900 Fairview Park Drive, Falls Church, VA 22042	
1.1.4. Main Telephone Number:	703.846.9000	
1.1.5. Website:	www.hitt.com	
1.1.6. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Formed: 09/01/1937; under present business name—HITT Contracting Inc.—since 05/03/1984; operated as HITT Decorating Contracting Co., Incorporated from 1943-1984 and W.A. HITT Decorating Co., from 1937-1943.	
1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	<input checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure. <input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners. <input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal. <input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals. <input type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.	
	HITT is a privately held registered C Corporation in Commonwealth of Virginia.	
1.1.8. Federal Tax ID# or Social Security #:	Bidder Tax ID# 54-024-8192	
1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Mitch Filipowicz
	Title:	Senior Vice President
	Phone:	703.289.9214
	E-Mail Address:	mfilipowicz@hitt-gc.com
1.1.10. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract	Contact Name:	Mitch Filipowicz
	Title:	Senior Vice President

<p>on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>	Phone:	703.289.9214
	E-Mail Address:	mfilipowicz@hitt-gc.com
1.2. Financial Strength & Legal Considerations		
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</p>	<p>We have a strong track record of controlled revenue growth and consistent profitability. HITT is currently the 32nd largest construction contractor in the United States, as ranked by Engineering News-Record. Our strong balance sheet affords us unique flexibility and freedom in our business dealings. HITT offers predictable results and reduced risk because we have the financial stability to do the right thing for our clients. Our current bonding capacity is an aggregate \$2 billion, and job-specific levels can be attained as needed to meet our clients' needs. Audited financial statements are available upon request.</p>	
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Not Applicable (N/A)</p>	
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>HITT has been involved in a limited amount of litigation over the past three (3) years, the details of which can be made available upon request. Importantly, none of the pending matters relate to poor workmanship or failure to perform by HITT, or any termination of contracts. Please contact Sheila Sears at 703.289.9347 for additional information.</p>	
1.3. Industry Qualifications		
<p>1.3.1. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>HITT has been providing construction services since its founding in 1937. 100% of the firm's revenue in each of the last three (3) full calendar years was generated from construction services.</p>	
<p>1.3.2. Geographic Reach. Describe your company's service area in the United States and which areas you intend to</p>	<p>HITT's service area includes the contiguous United States, and we intend to offer services throughout the country under a resulting contract if awarded.</p>	

<p>offer services under a resulting contract if awarded.</p>	
<p>Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.</p>	<p>HITT holds Class A contractor’s licenses throughout the United States. We maintain these licenses on an ongoing basis. A list of these licenses is attached to Form 5 – Certifications and Licenses.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p>	<p>HITT currently holds multiple public sector cooperative contracts throughout the United States with Sourcewell, National Cooperative Purchasing Alliance (NCPA), E&I Cooperative Services, and OMNIA Partners. Each contract generates approximately \$2 million in annual revenue in each of the last three (3) calendar years.</p> <p>Current contracts include:</p> <p>Sourcewell:</p> <ul style="list-style-type: none"> • State of Georgia – Indefinite Quantity Construction Contract 04/20/2020 – 04/19/2024 • Commonwealth of Virginia – Indefinite Quantity Construction Contract 01/06/2021 – 01/05/2024 • Washington, DC – Indefinite Quantity Construction Contract 10/21/2020 – 10/20/2024 <p>NCPA:</p> <ul style="list-style-type: none"> • Job Order Contracting 12/03/2018 – 11/30/2022 (with option to renew for one additional 1-year periods) • Job Order Contracting in Virginia 07/01/2020 – 07/31/2023 (with option to renew for two additional 1-year periods) <p>E&I Cooperative Services:</p> <ul style="list-style-type: none"> • Job Order Contracting 08/01/2017 – 06/30/2022

	<p>OMNIA Partners:</p> <ul style="list-style-type: none"> • Job Order Contracting Services 05/01/2020 – 04/30/2023 (option to renew for two additional 1-year periods through 04/30/2025)
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>i) Total Dollar Amount: Approx. \$8.5 million annually ii) Percentage: Approx. 1%</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>i) Total Dollar Amount: Approx. \$21.5 million annually ii) Percentage: Approx. 2.5%</p>
<p>1.4.4. Public Sector Strategic Growth Plan. Describe your company’s three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company’s total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company’s total annual revenue is generated by sales to local governments and educational institutions?</p> <p>NOTE: For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>	<p>HITT is a \$3.3 billion national contractor well positioned to pursue work and promote growth across the entire construction industry. Our HITT cooperative purchasing and job order contracting program is an established function already performing hundreds of projects annually with dedicated project teams committed to marketing, sales, and business development outreach to organization members; in-place, negotiated pricing mechanisms; pre-qualified subcontractors ready to perform work at a moment’s notice; proposal preparation and submission to members within contract deadline requirements; and project management and field staff able to respond to the immediate needs of our government and education clients. The CCOG program fits well into our established business model. Our 3-5-year plan includes maintaining our current business posture and applying those attributes listed above to the CCOG program.</p> <p>HITT’s total revenue generated by local governments and educational institutions from these contracts is approximately \$30 million annually. HITT also performs approximately \$100 million annually for the federal government.</p>
<p>1.4.5. Customer References. Provide references of at least five (5) local government or educational institution customers for which your</p>	<p>HITT is providing the following nine (9) references for contract engagements similar to the CCOG program. We have been providing similar services for the federal government, state and local</p>

company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:

- a. Customer contact person and their title, telephone number, and email address;
- b. A brief description of the products and services provided by your company;
- c. Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

governments, and educational institutions since the 1990s. The references listed herein represent both our direct work with municipalities and cooperative purchasing agreements that we have evolved over the past 20+ years. Under these contracts, we have provided general contracting services in all CSI divisions of the construction catalog. Projects for these clients make up roughly 200-400 individual jobs totaling approximately \$30 million annually.

Hanif Drzal, PE, CJP
Acting Branch Chief
Section Chief, Planning & Environmental
Washington Aqueduct –
Planning & Engineering Branch
U.S. Army Corps of Engineers
202.587.9366
Hanif.K.Drzal@usace.army.mil
Formerly of Fairfax County (Virginia)
Contract: Sourcewell Fairfax County Job Order
Contract

Laura B. Seidler
Assistant Director
Facilities Management Department
Design, Engineering and Construction
Fairfax County Government
517.419.3691
laura.seidler@fairfaxcounty.gov
Contract: Fairfax County Job Order Contract

Dennis Kostick
Project Manager
Loudoun County Public Schools
571.252.2960
Dennis.Kostick@LCPS.org
Contract: NCPA Job Order Contract

Teresa MacWelch
Contract Specialist
Prince William County
703.792.7931
TMacwelch@pwcgov.org
Contract: NCPA Job Order Contract

Igor Scherbakov
Procurement Officer
Arlington County
703.228.0649

	<p>ischerbakov@arlingtonva.us Contract: Arlington County JOC (Direct)</p> <p>Dennis M. Pillsbury, Architect, LEED AP Montgomery County Government 202.510.7468 dennis.pillsbury@montgomerycounty.md.gov Contract: Sourcewell Job Order Contract</p> <p>Tom Trask Special Projects Manager Loudoun County General Services 703.737.8441 tom.trask@loudoun.gov Contract: Loudoun Job Order Contract (Direct)</p> <p>Heather Lynch Team Lead - Project Manager Fairfax County Park Authority 703.324.8702 Heather.Lynch@fairfaxcounty.gov Contract: Fairfax County Job Order Contract</p> <p>Mike Bevis Chief Procurement Officer City of Norfolk 757.664.4787 Michael.bevis@norfolk.gov Formerly of Arlington County (Virginia) Contract: Arlington County JOC (Direct)</p> <p>All of these customer relationships began over the last 20 years and are ongoing as we continue to service these clients under subsequent contract vehicles.</p>
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2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. <i>Product & Services Description(s).</i> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>HITT has been in the construction industry for 85 years. HITT is a general contractor capable of self-performing preconstruction, project management, site supervision, quality control, safety, millwork, carpentry, painting, drywall and plaster, trash hauling, and demolition. HITT typically subcontracts work across all CSI trades, including Demolition; Concrete; Masonry / stonework; Metals Woods and plastic, Rough carpentry, Architectural woodwork; Moisture protection; Doors and windows, Frames, Finish hardware, Glazing;</p>
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	<p>Finishes, Gypsum wall board, Acoustical ceilings, Resilient materials, Painting, Carpeting, Ceramic tile; Specialties; HVAC / mechanical, Life safety systems, Plumbing; and Electrical.</p>
<p>2.1.2. Subcontractors & Affiliates. Describe your company’s process for qualifying and hiring subcontractors and other affiliates who will be performing work on your behalf, in the event of an award.</p>	<p>Subcontractors will be proposed / selected on a project-by-project basis. HITT is a national general contractor that subcontracts construction trades across all disciplines, and we have access to fully vetted subcontractors to meet all needs and requirements under this contract. HITT has executed Master Subcontract Agreements (MSA) with 2,400+ subcontractors, most of whom have prior experience with similar contracting vehicles. Under these MSAs, working terms are already established, meaning these providers will be available to work with HITT at a moment’s notice. HITT pre-qualifies subcontractors and maintains a database for both vendors and subcontractors which records the following:</p> <ul style="list-style-type: none"> • Past Performance of the company overall and on recent projects. • Safety Record, Safety Plans, Training, and EMR records. • Financial Strength (if applicable) and ability to purchase goods and labor • Areas of specific expertise that apply to the Contract <ul style="list-style-type: none"> • or individual project • Current Workload, as it relates to our needs at contract facilities • Upcoming Projects and how they may affect labor or material procurement. • Labor capabilities • Ability to manage and support multiple projects at differing sites • Ability to manage and work other than regular hours. • Record of sensitivity and cleanliness in unique educational facilities • Bonding capacity • Small Business type / eligibility.
<p>2.1.3. Differentiators. Describe what differentiates your company’s products and services from your competitors.</p>	<p>Throughout our 85-year history, HITT has learned that having the general contractor involved at the inception of a project is often the best approach to achieving timely, reliable and affordable construction services. Having an on-call contractor as a part of your team allows you to bring them into the fold at the idea-stage and be there from the beginning to make that idea a reality. Our capable staff can assist in feasibility studies, budgeting and</p>

	<p>estimating exercises, site surveys, and can be onsite at a moment's notice. Equalis Group and Cooperative Council of Governments will benefit from HITT being the general contractor for the following reasons:</p> <ul style="list-style-type: none"> • The financial strength of HITT enables our company to pre-purchase materials to meet schedule requirements, make deposits, and reward subcontractors who perform well, as we pay very aggressively. • We have a proven track record of timely payments to our subcontractors—often before payment has been received from our clients. This motivates our subcontractors into performing work of the highest quality and at the most accelerated pace. • Our in-house staff of service carpenters can provide service trips, response to emergencies, correct minor problems, hang artwork, or perform any other office carpentry work for our clients. We can also use their skills to supplement drywall, millwork, and door installations, if needed, in order to stay on schedule. • We have a fleet of transportation, which includes dump trucks, pick-up trucks, and vans, and experienced on-staff drivers to help with off-hours trash removal or deliveries of materials. We send these drivers and vehicles to manufacturers, fixture factories, operable partition plants, and many other locations to ensure our products and materials arrive on-site to meet the schedule. • Our knowledge of local markets, and long-term relationships with our subcontractors and our suppliers, ensures that we get the best pricing available in the market. • Each HITT team includes a superintendent who dedicates 100 percent of their time on-site. • Eight (8) Certified Job Order Contracting Professionals on staff, including leadership within the Center for Job Order Contracting Excellence, and an established, dedicated JOC team already in place to service this contract.
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2.2. Additional Services

<p>2.2.1. Additional Services. Describe any additional products or services not identified within scope of this RFP that you are including in your</p>	<p>HITT will provide response to unique project request, extremely aggressive schedules, and emergency work.</p>
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proposal and making available to Equalis Group Members.	
2.3. Value Add	
<p>2.3.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>When requested, HITT can offer value engineering analysis, design-assist services, preventive maintenance for building systems, and embedded on-campus construction support services.</p>
3. <u>Business Operations</u>	
3.1. Customer Service	
<p>3.1.1. Customer Service Department. Describe your company’s customer service department & operations.</p>	<p>HITT is a company focused on customer service and a positive customer experience. We are a 24/7/365 company capable of responding to any need under this contract. We offer our clients a wide range of services including job order contracting work, base building construction, corporate interior fit-outs, and service or emergency work. People are our passion—we build places that matter, while forging relationships that last. We’re not bound by the bottom line and understand that when our clients succeed, we do too. Real success means anticipating our clients’ needs, asking the right questions, and delivering solutions that last. The HITT Way of doing business—fulfilling client goals and needs while delivering high quality, timely construction and service projects—has helped us achieve a repeat client rate of more than 85 percent.</p> <p>Each HITT project team works autonomously and is set up as its own customer service department. At the beginning of each project, HITT communicates to the client the dedicated project team and emergency points of contact. As part of our 24/7/365 customer service program, Equalis Group members will have a dedicated point of contact for each project to whom they may reach directly at any time.</p>
<p>3.1.2. Quality Control/Quality Assurance. Describe your company’s quality control or quality assurance program.</p>	<p>At HITT, Quality is second only to Safety. Our firm started with Quality over eight decades ago and continues to improve each day with new materials and techniques. The HITT Project Manager and Superintendent will be active during preconstruction of each project under this contract to help develop a program that meets the specific requirements of the project.</p>

HITT's custom designed Quality Assurance/Quality Control Program features four basic elements:

1. Communication – The foundation of our program is Communication to all parties and Preplanning to determine the individual work tasks and the actions and controls required to achieve top quality performance. We effectively communicate the plan to the entire project team at inception; and continue full communication throughout the task processes.
2. Education - Preparatory session(s) to clearly set the expectation with all involved. Manpower requirements will be established, and production rates will determine crew sizes and progress measurement. Prior to engaging on the construction site, all personnel involved are full educated on acceptable standards and measurement for completion for each method and all materials.
3. Verification – as delivery and construction begin, we confirm that our Initial expectations are met or exceeded, and we continually Follow Up and monitor progress.
4. Documentation – complete a written record of the actions and results of the QC process in a revised or standard Daily Report posted to the team through the Procore system.

HITT will carry the quality standards established by the project team's review of material testing, mock-ups, and constructability reviews during preconstruction through construction. HITT will work to monitor and assure that quality expectations of the CCOG members are met and/ or exceeded.

If Quality suffers, HITT will immediately stop tasks and correct the deficiency. We will review and examine our QA/QC Plan to determine where the breakdown occurred so adjustments can be made by personnel or subcontractors to prevent further quality concerns.

The QA/QC program for CCOG has been designed by HITT as *primarily* a program of process and education, and *secondarily* a program of enforcement and documentation. HITT's QA/QC Staff will focus on the education of all tradesmen during the Preparatory Phase, with the purpose of installing all work items correctly during the Initial work phase.

HITT's Construction Quality Control (CQC) Program is based on the U.S. Army Corps of Engineers (USACE) three-phase (Preparatory, Initial, Follow-Up Phases) inspection plan used on federal construction contracts. Through our Quality Control System, HITT will obtain a uniform, high quality level of workmanship throughout all phases of procurement, fabrication, construction and installation of equipment and facilities. To ensure this end, the following will be observed on this contract:

- Maintain supervised control and written instructions for the CCOG quality control procedures and practices.
- Establish clearly defined responsibilities and authorities for compliance. Communicate these roles to each entity prior to engaging work practices.
- Conform to all contractual requirements, specifications, applicable standards and the HITT Quality Control Plan. Educate workforce in conformance measures and verify proficiency on a daily basis. Compile accurate records of test certifications and other required documentation.
- Notify Project Management and CCOG member of quality discrepancies for immediate corrective action. Assure that corrective action is implemented promptly.

HITT will review its QA/QC plan with CCOG member representatives during the preconstruction kickoff meeting. Appropriate changes will be made to reflect CCOG comments.

The HITT Superintendent—with coordination with the Quality Manager—will retain overall responsibility for the implementation of QA/QC Program activities for the project. He will consult with project management and field personnel to assure compliance with the quality control

requirements of the contract. He will coordinate the quality control efforts of the subcontractors and suppliers to correspond with the overall QA/QC requirements. He will provide direct feedback and advise the CCOG field representative regarding the effectiveness and capability of the quality control organization, including but not limited to coordination, field engineering, testing requirements, and accountability for government furnished property.

The Superintendent will have full authority to stop work in the event that any aspect of the project is not in compliance with contract requirements, and/or federal, state, or local construction regulations. The Superintendent will maintain daily communication with the CCOG field representative. Additionally, the Project Manager, Superintendent, and CCOG field representatives will meet for weekly Progress Meetings to discuss the project schedule, changes, special requirements and circumstances, as well as any client concerns.

The Superintendent is granted the authority to review and approve all submittals, order tests as required, inspect all workmanship and materials, stop work if needed, and order correction of deficient work and materials. The Superintendent's quality inspection authority extends from product, material and procedural submittals, through on-site/off-site testing, to continuous daily inspections of each phase of each definable feature of work. The Superintendent's authority is stated in all subcontracts.

When Preparatory and Initial Plans are not followed, this is cause for Stop Work and immediate examination of the Construction Documents and QA/QC Plan. Corrective measures are undertaken immediately on all fronts, including Subcontractors, Vendors, and in-house personnel. Documents are examined for ambiguity, and the design firms are consulted in conjunction with the Owner. Once a determination for cause is reached, corrective measures are completed and documentation is finalized. If the cause is found to be negligence or intent, the responsible person or parties are supplemented or replaced with known top performers.

3.2. Safety

3.2.1. Repair Safety. Describe your company's safety program during service and repair work?

HITT is committed to conducting all operations in the safest manner possible. This commitment begins with the principals of the company and is continually reinforced at all levels. This commitment recognizes that safety is an integral part of the construction process—on an equal basis with production and quality. HITT's Safety department has developed and implemented policies and procedures designed to increase the safety awareness of everyone associated with our construction projects. HITT's safety program is comprised of many different parts and uses federal, state, and local rules and regulations as minimum guidelines. Highlights of our safety program are listed below:

- Manual of safety policies and procedures
- Pre-bid and pre-construction risk and phase hazard analysis identification and remediation strategy
- Initial safety training for all new employees
 - » Hazardous communication
 - » Fall protection
 - » Personal protective equipment (PPE)
 - » Fire safety
 - » Ladders and scaffolds
 - » Confined spaces
 - » Dealing with emergencies
 - » Accident and injury reporting
- Employee safety handbooks
- New site supervisor safety training
- Annual refresher training to include CPR and first aid certification for site supervisors
- Safety audits of construction projects conducted by the Safety department
- Weekly safety meetings on all construction projects
- Monthly site supervisor meetings
- Quarterly meetings with all levels of management in attendance
- Drug-free workplace program, which includes pre-employment and post-accident testing
- Accident and incident investigation
- Accident and incident analysis briefings to the principals
- Project-specific safety plans for selected projects
- Compliance with HITT policies and procedures by subcontractors and suppliers
- An aggressive modified duty program designed to return injured workers to productive work in a timely manner

<p>3.2.2. Construction Safety. Describe your company’s safety program during construction work?</p>	<p>Please see above.</p>																				
<p>3.2.3. Construction Safety. Indicate number of lost hours or other benchmarks to verify your company’s effectiveness of their safety record.</p>	<p>HITT uses multiple benchmarks to verify the effectiveness of its safety records, including but not limited to EMR, Days Away From Work (DAFW), Days Away/Restriction/Transfer Rate (DART), and Total Recordable Incident Rate (TRIR).</p> <table border="1" data-bbox="743 478 1369 625"> <thead> <tr> <th>Year</th> <th>EMR</th> <th>DAFW</th> <th>DART</th> <th>TRIR</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>0.74</td> <td>0.22</td> <td>0.3</td> <td>0.45</td> </tr> <tr> <td>2020</td> <td>0.60</td> <td>0.31</td> <td>0.77</td> <td>0.93</td> </tr> <tr> <td>2019</td> <td>0.60</td> <td>0.35</td> <td>0.62</td> <td>0.98</td> </tr> </tbody> </table>	Year	EMR	DAFW	DART	TRIR	2021	0.74	0.22	0.3	0.45	2020	0.60	0.31	0.77	0.93	2019	0.60	0.35	0.62	0.98
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2020	0.60	0.31	0.77	0.93																	
2019	0.60	0.35	0.62	0.98																	
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>																					
<p>3.3.1. Customer Set Up. Once an Equalis Group Member decides to accept your company’s proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</p>	<p>HITT establishes new client accounts in our Customer Relationship Management (CRM) system—Windows Dynamics—and accounting system—Oracle JD Edwards Enterprise One, Version 9.0. As part of establishing the new client account, each client’s terms and conditions are negotiated and agreed upon as part of the first project. Subsequent projects normally fall under the same established terms unless there are unique project requirements. Either way, HITT will clearly communicate with the customer to ensure smooth transition into the system.</p>																				
<p>3.3.2. Payment. What are your standard payment terms? What methods of payment do your company accept?</p>	<p>We invoice monthly (30-day payment terms). HITT’s project accounting department is responsible for updating transactions daily, tracking the project so that the project management team has the most accurate data available. HITT accepts check, wire transfer, Visa, and Mastercard.</p>																				
<p>3.3.3. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>HITT does not offer direct financing options, but the firm works with our clients and their lenders to establish and confirm favorable financial terms and conditions.</p>																				
<p>3.4. Bonding & Insurance</p>																					
<p>3.4.1. Bonding. Describe your company’s bonding capacity.</p>	<p>HITT has a total bonding program of \$2 billion and single project capacity of \$500 million.</p>																				
<p>3.4.2. Rating. Is your bonding obtained from a surety with an “A” rating from AM Best?</p>	<p>A++ (Superior)</p>																				

<p>3.4.3. Insurance Coverage. Describe your company's insurance coverage.</p>	<p>Please see the attached Certificate of Insurance for information on our insurability. HITT's insurability meets the requirements and we have the ability to purchase additional insurance as required by the contract.</p>
<p>3.4.4. EMR. Provide your company's most current Experience Modification Rating (EMR).</p>	<p>Currently 0.74, our EMR is among the lowest in the industry. HITT has won numerous industry awards for both safety and quality craftsmanship, demonstrating our capability to provide high-quality construction projects safely.</p>
<p>4. PRICING</p>	
<p>4.1. Cost Proposal</p>	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>HITT's pricing model for this contract is based upon historic data and formulas developed over the past two decades that are specifically tailored to the tasks, geography, security conditions, work hours, and other project parameters. Our pricing model may include thousands of calculations related to the tasks at hand.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Each job is a stand-alone entry in our JD Edwards accounting system and is easily auditable for CCOG needs.</p>
<p>4.1.3. Price Change Process. Provide a description of your process for price changes.</p>	<p>Change orders pose a critical threat to every construction project. They consume valuable time and resources and can negatively impact a project's schedule. HITT's goal on every project is to minimize change orders or eliminate them whenever possible. Our change order management process begins early, as we bid and subcontract the trades. We thoroughly scope the subcontractors so that HITT and the client are not exposed to miscellaneous changes that occur during the project.</p> <p>During construction, we aggressively manage the change order process to reduce schedule impacts and ensure the client's fair treatment should change conditions arise. At the weekly change order meeting, the team discusses and reviews any change conditions, establishing merit and determining further direction.</p> <p>Should a design change be issued or an unforeseen condition arise, HITT carefully scopes the change condition so that the added or reduced scope activities can be accurately conveyed to the</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

4/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1801 K Street NW, Suite 200 Washington DC 20006 (202) 414-2400	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Travelers Indemnity Company		25658
INSURER B: The Travelers Indemnity Company of Connecticut		25682
INSURER C: Travelers Property Casualty Co of America		25674
INSURER D: American Guarantee and Liab. Ins. Co.		26247
INSURER E: The Ohio Casualty Insurance Company		24074
INSURER F:		

COVERAGES 0Main CERTIFICATE NUMBER: 17701969 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	VTC2K-CO-2N253916-22	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	VTC2E-CAP-2N253928-22	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUP-2N253941-22-25	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7R12304A-22-25-K	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability	N	N	AEC 5181582-02	5/1/2022	5/1/2023	\$15M x \$10M
E	Excess Liability	N	N	ECO(23)60820958	5/1/2022	5/1/2023	\$25M x \$25M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The entities indicated are included as Additional Insured with respects to the General, Automobile and Umbrella policies. Waiver of Subrogation applies to the General Liability, Automobile, Umbrella and Workers Compensation policies, where permitted by Statute and coverage is Primary and Non-Contributory on General Liability. 30 Day Notice of Cancellation applies to the General Liability, Automobile Liability and Workers Compensation policies. Umbrella policy follows form over general liability, auto, and employer's liability. See forms attached for specific terms. Add'l Insured: Sample Certificate

CERTIFICATE HOLDER 17701969 HITT Contracting Inc Chase Leist 2900 Fairview Park Dr. Falls Church VA 22042	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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	<p>subcontractors. HITT immediately conveys any trade or activity re-sequencing necessary to all project stakeholders to maintain the construction schedule. All change orders received by HITT are thoroughly reviewed for legitimacy and accuracy before submission to the owner. Our approach requires the following items for each change proposal:</p> <ul style="list-style-type: none"> • Written narrative explaining the change, including an outline of changes itemized by document title • Explanation of why the subcontractor is entitled to the change, referencing specific contract documents • Supporting documentation including drawings, sketches, emails, vendor / subcontractor quotes, directives, RFIs, etc. • Itemized quantity and unit cost breakdown • Allowable mark-ups in accordance with the contract <p>We strive to avoid change conditions that have the potential to impact the construction schedule and budget. As such conditions arise, we work diligently with the design team, client, and subcontractors to establish an amenable remedy that minimizes the impact on the project.</p>
<p>4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <hr/> <p>HITT provides preferential pricing to our term contract partners.</p>
<p>4.1.5. Pricing Miscellaneous Materials. If your company is utilizing Labor Based Pricing, propose a maximum margin that will be applied to miscellaneous material, as described in Section Two, Part C, Section 5.2j.</p>	<p>5% Overhead + 5% Profit</p>

<p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	
<p>4.1.6. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>N/A. Each item will be included in our proposal.</p>

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 2. Executive Contact 3. Contract Manager 4. Sales Leader 5. Reporting Contact 6. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Mitch Filipowicz will be the primary contact for this contract and will responsible each of the areas represented.</p> <p>Mitch Filipowicz Senior Vice President HITT Contracting Inc. 2900 Fairview Park Drive Falls Church, VA 22042 Office: 703.289.9214 Mobile: 703.930.1983 mfilipowicz@hitt-gc.com</p> <p>Resume is attached.</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Upon award, HITT will immediately begin conducting market research through our business development departments by reaching out to CCOG members and begin requesting face-to-face meetings with potential client / member representatives. We will also immediately begin a full-scale marketing effort that will produce a bevy of materials including but not limited to press releases, email blasts, direct mailings, advertising, and social media posts as communication devices designed to attract new business. Our goal is to reach out to as many CCOG members as possible throughout the geographical boundaries of our contract so that we have an established base of clients knowledgeable of and ready to use this contract mechanism. This contract</p>



Mitch Filipowicz

Senior Vice President

GOVERNMENT

EDUCATION:

Northern Virginia Community College

DUTIES AND RESPONSIBILITIES:

Mitch Filipowicz is responsible for executive oversight of this project and the overall performance of the project team. He defines and establishes project goals and team expectations, always focused on overall client satisfaction. As the operational team leader, Mitch is directly engaged with this project from award through final project closeout. He facilitates client and project team relations, HITT team organization, contract review, and negotiations. Mitch is involved in the preconstruction process, ensuring that the team has a complete understanding of all financial, contractual, scheduling, and coordination issues prior to starting work. He is ultimately responsible for the timeliness and quality of construction, project safety, and budget.

CERTIFICATIONS:

OSHA 30-Hour ▪ First Aid / CPR ▪ Construction Quality Management for Contractors ▪ U.S. Army Corps of Engineer Asbestos Awareness Training

> Mitch has more than 43 years experience in the construction industry. In 2014, Mitch was promoted to senior vice president. His responsibilities include providing project and executive oversight while managing day-to-day operations and guiding projects from discovery and design through development, implementation, and closeout. He specializes in term contracts, unit pricing, and projects unique to Institutional clients. In addition to serving as a client liaison, his responsibilities vary from advancement of value and quality to contract administration and training of client and contractor forces.

AFFILIATIONS:

Associated Builders and Contractors (ABC)
Washington Building Congress (WBC)

PROJECT	ARCHITECT	SF	TYPE	VALUE
Naval Support Facility Arlington Arlington, Virginia	HGA	250,000	Design-build, nine-month renovation of four buildings; offices, cafeteria, conference center, and gymnasium; LEED Gold	\$88,000,000
Architect of the Capitol IDIQ Contract Washington, DC	URS KCI	1,500–50,000	IDIQ contract for alteration services at U.S. Capitol, industrial plan, high temperature construction, tunnel repairs	\$75,000,000
National Joint Powers Alliance JOC IDIQ DC Metro Area	Varies	500-50,000	Various job order contracting tasks involving numerous construction trades; interior renovation and site work	\$15-20 million annually
Loudoun County Government Loudoun County, Virginia		1,500–150,000	In-progress eight-year contract including sitework, HVAC and electrical upgrades, office renovations, and school work	\$20,000,000

Mitch Filipowicz | Senior Vice President

PROJECT	ARCHITECT	SF	TYPE	VALUE
Fairfax County Government Fairfax, Virginia		1,500–150,000	Four-year contract; police and fire facility renovations, water / sewer, sitework, and detention and court facilities work	\$20,000,000
Beltsville Agricultural Research Facility (BARC) USDA Beltsville, Maryland	IDIQ, JOC, various in-house designers with USDA and A&E design-build efforts	Various	Botanical lab and greenhouse spaces, poultry lab, bovine research facility, feline and canine labs, all medical gases, fume hoods, heavy MEP, hospital grade finishes.	\$15,000,000
Falls Church City Hall Renovation Falls Church, Virginia	Studio Twentyseven Architecture	56,000	Public safety improvements to the existing city hall including additions, renovations, and an 88-space parking facility.	\$13,350,000
Lockheed Martin IS&GS Building 182 Gaithersburg, Maryland	Gensler	90,000	Three month build-out, electronics test lab, support spaces, high-end finishes, two new rooftop air handlers	\$8,900,000
Lockheed Martin T-Block First and Second Floor Fort Belvoir, Virginia	Lockheed Martin	50,000	Fit-out at secured facility including offices, conference rooms, cafeteria, kitchen, and upgraded tele-data system	\$8,000,000
International Point Facility Chantilly, Virginia	Baker	60,000	Interior renovation, SCIF upgrades, heavy electrical, cafeteria, conference rooms, ADA upgrades	\$5,500,000
Boeing Service Company Facilities Renovation Contract Chantilly, Virginia	Various	500,000	Task order contract at multiple secured facilities, included campus security, offices, conference rooms, gymnasium, cafeteria, and sitework	Approximately \$3.5 million / year
International Monetary Fund Term Construction Services Washington, DC	Various	2,500,000	Term construction services based on unit prices for renovation and modernization in occupied spaces (more than 200 tasks per year)	Approximately \$3 million–\$5 million / year (max. five-year contract / third term)
Embassy of Belgium Washington, DC	Baskervill	40,000	Upgrade of HVAC piping and air system at 50-year-old building, replaced all lighting, finishes, and new generator	\$3,400,000
Merrifield Fourth Floor Lobby and Tenant Build-out Fairfax, Virginia	Noritake Associates	22,000	Two-phase build-out of an elevator lobby and health facility for Fairfax County; award-winning project	\$3,150,000
International Monetary Fund Archive Facility HQ I Washington, DC		5,000	New construction to house historic documents; temperature- and humidity-controlled polycarbonate room,	\$3,000,000
Little Hall Marine Corps Base Quantico, Virginia	HSMM	20,000	Vintage 1930s theatre required renovation of balconies, stage area, lighting, seating and new acoustics	\$3,000,000
George Washington University Mitchell Hall Washington, DC	Rashid Architects	55,000	Removing existing hot, cold and sanitary risers and replacing with new ones	\$3,000,000

Mitch Filipowicz | Senior Vice President

PROJECT	ARCHITECT	SF	TYPE	VALUE
International Monetary Fund HQ1 / HQ2 Secure Entry Project and HQ1 Visitor Center Washington, DC	Perkins + Will	8,500	Exterior renovation – secure entry and storefront upgrades, including man trap	\$2,825,000
James K. Polk Elementary Alexandria, Virginia	Maginniss + del Ninno	5,828	Addition / renovation	\$2,707,420
International Monetary Fund European Reorganization Washington, DC	Eighth Day Design	100,000	Fast-track renovation and build-out of office for more than 500 IMF employees, accomplished in 12 days	\$2,600,000
South Van Dorn Emergency Sewer Sag and Stream Restoration Alexandria, Virginia	Dewberry	8,000	Diversion of stream, removal and replacement of pipe and encasement; stream restoration and shore stabilization; award winning project	\$2,600,000
Boy Scouts of America Bethesda, Maryland	SKB	24,000	MEP systems upgrade and modernization, multiple conference rooms, office space, and retail stores	\$2,500,000
Lake Barcroft Pump Stations 1 & 2 Falls Church, Virginia	Dewberry	5,000	Upgrade and renovate existing pump stations; full replacement of all MEP components in the pump stations, tank coatings, architectural renovations, generator replacements, and complete electrical service upgrade	\$2,500,000
Holabird Stem Academy Baltimore, Maryland	Design Collective	123,000	Interior renovation including new office, STEM lab construction, bus loop, and retention pond (stormwater); award winning project	\$2,200,000
Giles Run Pump Station Lorton, Virginia	CDM Smith	3,500	Upgrade and renovate existing pump station	\$2,000,000
University of Maryland Toll Physics Wing Projects College Park, Maryland	UMD self perform	2,600	Interior renovation of the John S. Toll Physics Building 4th floor classrooms, offices, and complete MEP system upgrade	\$1,932,000
United States Institute of Peace Perimeter Security Washington, DC	Safdie Architects		Phased vehicular entry / exit including a guard booth; vehicular wedge barriers, shallow mount pipe bollards and access controls systems; plaza entry operable pipe bollards and new exterior structural stair	\$1,800,000
Lorton Prison Tunnel Improvements Lorton, Virginia	Self performed design assist	20,000	Excavation, abatement, and partial removal of existing 1920s stream tunnel system and grout-filling of intact sections	\$1,700,000
ADC Elevators Fairfax, Virginia	AJ Engineers, Inc.	350,000	Modernization of four elevators in an adult detention center; to include hydraulic jacks, mechanical, electrical, and fire alarm upgrades	\$1,574,000
ACDS Core Campus / Perimeter Improvements Alexandria Day School Alexandria, Virginia	Rhodeside and Harwell	Various	Renovation	\$1,500,000
Consulate of Brazil Washington, DC	Nelson	11,338	New facility including new public service areas, interview rooms, passport offices, kitchen and restrooms	\$1,500,000

Mitch Filipowicz | Senior Vice President

PROJECT	ARCHITECT	SF	TYPE	VALUE
AOC Capital Power Plant West Refrigeration Plant Upgrades Washington, DC	Affiliate Engineers, Inc.		Multiple tasks including replacement of 14-inch west refrigeration plant cooling bypass butterfly valves and control valves; addition of two refrigerant storage tanks; five heat exchanger cleanouts; structural steel repair on two columns; addition of strainer into the condenser water supply line; provide new pilot line piping and repair slope eliminating low spots on existing line; new penthouse enclosure	\$ 1,436,000
Confidential Client Building Façade Repair Washington, DC	Holbert Apple Associates Inc.	42,000	Façade renovation of four-story existing cast in place concrete structure with brick including extensive demolition of concrete columns and beams and repair of spalling surfaces; repointing and repair of brick and recoating of concrete, brick and stucco; scope included working from swingstage and scaffolding while protecting public space that was heavily used below the east elevation	\$ 1,350,000
National Institute of Health (NIH) MRI Suite Renovation Washington, DC	Wilmot-Sanz	20,000	Two magnetic resonance imaging (MRI) laboratories / installation of two new MRI machines / new laboratory space with upgraded shielding	\$ 1,200,000
Herrity Building Restroom Upgrade Fairfax, Virginia	Little Diversified Arch Consulting	5,800	10 floors of men's and women's ADA restroom upgrades in an occupied building	\$ 1,100,000
Fairfax County Wastewater Pumping Station Generator Upgrades Fairfax, Virginia		Varies	Generator replacement across nine locations	Approximately \$500K-\$1M/year
Fairfax County Wastewater Pumping Station Fall Protection Upgrades Fairfax, Virginia		Varies	Concrete pad replacement and installation of fall protection	Approximately \$500K-\$1M/year
Herrity and Pennino Garage Repairs Fairfax, Virginia	Whitman Requardt and Associates	25,000	Structural concrete repairs	\$ 1,065,000
The George Washington University Tompkins Halls Washington, DC	Ayers Saint Gross	16,000	Renovation of four floors of classroom space with major audiovisual upgrades; fourth floor renovation included a complete mechanical system upgrade involving two rooftop AHUs and extensive ductwork modifications including testing, adjusting, and balancing	\$953,000
Newington BMP Improvements Alexandria, Virginia	GKY and Associates	20,000	3,600 CF underground storm water sand filter and associated facility collection system; award winning project	\$866,000
White Flint Mall Rockville, Maryland	DVA Architects		Renovation	\$827,000
Blair Building Renovation Fairfax, Virginia	Peck and Pack Associates	4,100	Interior renovation; award winning project	\$775,000

Mitch Filipowicz | Senior Vice President

PROJECT	ARCHITECT	SF	TYPE	VALUE
Georgetown University Harbin Hall Substation Replacement Washington, DC	James Posey Associates	8,000	Replacement of existing switchgear in an active dormitory building and renovation of existing locker room	\$736,000
University of Maryland Severn College Park, Maryland	UMD self performed	5000	Interior renovation	\$687,360
National Institute of Health (NIH) MEG Suite Installation Washington, DC	Wilmot-Sanz	6,000	Magnetoencephalograph (MEG) machine and lab installation, sensitive electrical needs, and specialized HVAC	\$600,000
University of Maryland Severn College Park, Maryland	UMD Self performed	5000	Interior renovation	\$687,360
Dead Run Pump Station McLean, Virginia	DCM Smith	1200	Wastewater pump station extension of the wet well and upgrade of electrical and alarm components	\$501,000
Alexandria Renew Gas Detection Systems Alexandria, Virginia	Jacobs Engineering	20,000	Addition of hazardous gas detection system with full integrated low voltage controls monitoring	\$486,000
Loudoun County High School Window Replacement Leesburg, Virginia	Arc Inc.	100,000	Replacement of all the windows on the historic main building	\$474,000
Department of Justice, ATF Command Center Renovation Arlington, Virginia	OTJ Architects	5,000	Interior renovation of existing space into new glass enclosed command center and accompanying rooms	\$465,000
Colvin Run Mill—Miller's Residence Great Falls, Virginia	SWSG	4,000	Historic house renovation including concrete ADA ramp, masonry tuck pointing, floor joist sistering for structural upgrades / support, cedar shake shingles, and flooring replacement	\$440,000
George Mason Tunnel Tops Fairfax, Virginia	Gauthier Alvarado Associates	500	Renovation	\$430,000
Fairfax County Government Center Executive Conference Room Renovation Fairfax, Virginia	Peck and Peck Associates	4,500	Renovation of the second floor conference rooms	\$428,000
Stanford Chiller —Generator Washington, DC	DBI Architects	5,000	Renovation	\$414,000
International Monetary Fund 502 Lecture Room Washington, DC	IA	6,000	Installation of audio / visual equipment	\$400,000
DCHA Renovation of 6 Fire Units Washington, DC	DCHA self performed	3,848	Interior renovation	\$394,000
University of Maryland Benjamin Building College Park, Maryland	UMD self performed	3,000	Interior renovation of classroom and office building	\$368,000

Mitch Filipowicz | Senior Vice President

PROJECT	ARCHITECT	SF	TYPE	VALUE
DOJ Debit Collection Washington, DC	InterSpec Design Inc.	2,000	Renovation	\$318,000
Alexandria Renew—Exterior Lighting Alexandria, Virginia	Self performed design assist	20,000	Exterior lighting replacement with new LED fixtures and a state-of-the-art remote energy management system	\$314,000
Loudoun County Lovettsville Trailer Lovettsville, Virginia	Self performed design assist	5,000	Customer made trailer and associated site work	\$313,000
USGA NMC Loading Dock Martinsburg, Virginia	Pennoni Associates	7,000	Renovation	\$276,000
McLean Police Department—Board of Supervisors Renovation McLean, Virginia	Moseley Architects	5,000	Renovation; award winning project	\$255,000

	<p>will be implemented and administered by our project management team that has overseen our firm's efforts under similar co-ops. This team has a firm understanding of this contract mechanism and fully participates in all business development and marketing efforts as part of this process, which has proven to be a cohesive and effective approach to obtaining work.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>HITT is excited about this opportunity and sees this has a perfect addition to our established cooperative contract program. We are well versed in taking on these types of contracts and partnering with organization members to maximize contract opportunities and promote a mutually beneficial contract success. Our expectations upon contract award are to continue to have success serving new clients and expanding our established business model for CCOG and Equalis Group.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>HITT's strategy is to research market need and develop new clients under the Equalis contract umbrella. Upon award, we plan to expand our geographic reach throughout the United States by marketing the program to prospective clients who are underserved by standard contracting models. We will gain an understanding of need and work with those clients to establish them as HITT customers and utilize the CCOG vehicle as the contract platform. Within five (5) years, our expectation is to have developed a strong and viable construction program with Equalis and grow our team to serve the needs of the clients throughout the country.</p>
<p>5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Yes. Our sales team our incentivized to succeed under the HITT entrepreneurial business model.</p>
<p>5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>We expect Year 1 to start slowly with a base of several million dollars in revenue with exponential increase from years 2-5 based on marketing and sales outreach, HITT team growth, and program success.</p>
<p>6. ADMIN FEE & REPORTING</p>	

6.1. Bidder Organizational Structure & Staffing of Relationship	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two point twenty-five percent (2.25%) based on the terms disclosed in the <u>Attachment A – Sample Administration Agreement.</u></p>	<p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee <input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p> <hr/> <p>HITT agrees to these terms.</p>
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Yes. We will generate these reports from our accounting system.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>HITT’s accounting system will be customized to automatically include these features.</p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE:

Yes No

List certifying agency: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE:

Yes No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB:

Yes No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone:

Yes No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder:

Yes No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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 Bidder to provide the products and services included in their proposal which can include, 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

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Please see attached list of current licenses held by HITT Contracting Inc.
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HITT Contracting Inc.

LICENSING

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Alabama	City of Birmingham	Business License	187478
Alabama	Jefferson County	Contractors License	148783-BUS1 / 00163794
Alabama	Jefferson County	County Business License	00178939
Alabama	City of Huntsville	Privilege License	278584
Alabama	Madison County	Business License	2128519
Alabama	State of Alabama	Contractor License	37328
Alabama	City of Center Point	Business License	22315
Alabama	City of Homewood	Business License	15223
Alabama	City of Midfield	Business License	9375013099
Alabama	City of Mobile	Business License	107478
Alabama	City of Montgomery	Business License	202200001226
Arizona	City of Tucson	Business License	3071533
Arizona	State of Arizona	Transaction Privilege Tax License	07660596
Arizona	State of Arizona	General Contractors License	273493
Arizona	State of Arizona	Business Account Update	N/A
Arkansas	City of Little Rock	Business License	BL159781
Arkansas	State of Arkansas	General Contractors License	0176270522
Arkansas	State of Arkansas	Certificate of Authority	N/A
California	City of Agoura Hills	Business License	010057
California	City of Anaheim	Business License	BUS2019-03510
California	City of Arvin	Business License	2418
California	City of Brea	Business Tax License	08817971
California	City of Carlsbad	Business License	BLOS007344-02-2020
California	City of Carson	Business License	089022A
California	City of Colton	Business License Tax Certificate	65583
California	City of Costa Mesa	Business License	55529
California	City of Culver City	Business Tax Certificate	08700840

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
California	City of Los Angeles	Tax Registration Certificate	0000396386-0001-7
California	City of El Monte	Business License	04921896
California	City of El Segundo	Business License tax	41406
California	City of Emeryville	Business License - Contractor	QL3694
California	City of Foster City	Business License tax	BL2022-00032
California	City of Fresno	Business Tax Certificate	450303
California	City of Fullerton	Business License	226983
California	City of Glendale	General Contractor License	BCBLB1918360
California	City of Goleta	Business License (General)	90034
California	City of Hayward	Business License	313024
California	City of Irvine	Business License	300624
California	City of Kingsburg	Business License	4165
California	City of Long Beach	Business License	BU20311720
California	City of Los Altos	Business License	BL-001733
California	City of Menlo Park	Business License	71679
California	City of Monterey Park	Business License	01319223
California	City of National City	Business Tax Certificate	09048787
California	City of Norco	Business License	021282
California	City of Oxnard	Business Tax Certificate	22-00126227
California	City of Palm Springs	Business License	20026284
California	City of Redwood	Business License	051210
California	City of Riverside	Business License	1256428
California	City of San Bernardino	Business Registration Certificate	970651
California	City of San Diego	Business Tax Certificate	B2012015281
California	City of San Francisco	Business Registration Certificate	1078183
California	City of San Gabriel	Business License	084496
California	City of San Jose	Business Tax Certificate	3049012884
California	City of San Luis Obispo	Business Tax Receipt	117140
California	City of San Mateo	Business Tax Certificate	45822
California	City of San Ramon	Business License	2021-06822
California	City of Santa Barbara	Business License	51431
California	City of Santa Clara	Business Tax Certificate	212821

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
California	City of Santa Maria	Business License	41553
California	City of Santa Monica	Business License	215206
California	City of Solana Beach	Business Certificate	BC-010882
California	City of Sunnyvale	Business License	045196
California	City of Thousand Oaks	Business Tax License	22-00005763
California	City of Torrance	Business License	BL-LIC-042399
California	City of Ventura	Business Tax License	130016539
California	County of Riverside	Business Registration (Stormwater)	46078
Colorado	City and County of Denver	Class D License	LIC00246796
Colorado	City of Aurora	Supervisor License Class A	2020 1845132 00 SL
Colorado	City of Aurora	Contractor License Class A	2021 1982408 00 CL
Colorado	City of Aurora	Business License	S20017016-0001
Colorado	Pikes Peak County	Contractor Registration	20384
Colorado	City of Boulder	Contractor License	LIC-0006573-GENCA
Colorado	City of Boulder	Sales Tax License	100683
Colorado	City of Golden	Sales & Use Tax License	11444
Colorado	City of Golden	Contractor Registration	4833
Colorado	City of Lakewood	Contractor Registration	12621
Colorado	City of Glendale	Class A Contractor License	900498
Colorado	Boulder County	Contractor License	CON-12-0192
Colorado	City of Boulder	Business License	S20151799-0001
Connecticut	State of Connecticut	Major Contractor	MCO.0903953
Connecticut	State of Connecticut	Major Contractor	MCO.0901617
Delaware	City of Wilmington	Business License	68983
District of Columbia	District of Columbia	Business License	70101235
District of Columbia	District of Columbia	Certificate of Tax Registration	350000094396
District of Columbia	District of Columbia	Certificate of Tax Registration	350000094422
Florida	Broward County	Business Tax Receipt	180-8243
Florida	City of Miramar	Business Tax Receipt	14000041
Florida	City of Miami	Contractor's Registration	N/A
Florida	Orange County	Business Tax Receipt	1801-0573683
Florida	Palm Beach County	Local Business Tax Receipt	2018109361

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Florida	Pasco County	Business Tax Receipt	45884
Florida	County of Volusia	Contractor Licensing	22032202
Georgia	City of Atlanta	Business License	LGB-097830-2020
Georgia	City of Augusta	Business License	LCC20150000823
Georgia	Cobb County	Business License	CON000870
Georgia	State of Georgia	General Contractor Company	GCCO001896
Georgia	State of Georgia	General Contractor Qualifying Agent Richbourg	GCQA001531
Georgia	State of Georgia	General Contractor Qualifying Agent Delaney	GCQA001907
Georgia	State of Georgia	Sales Use Tax Certificate	214-616987
Idaho	State of Idaho	Registered Entity Contractor	RCE-12038
Illinois	City of Chicago	Limited Business License	2102801
Illinois	City of Chicago	General Contractor License Class A	TGC029465
Illinois	City of Elk Grove Village	Business License	7941
Illinois	State of Illinois	Certificate of Use Tax	1038-60686
Illinois	Village of Bolingbrook	Contractor Registration	CR-8830
Illinois	City of Aurora	Contractor Registration	CNTR-02612
Iowa	City of Council Bluffs	General Contractor Class A	33128
Iowa	State of Iowa	Contractor Registration	CI19565
Kansas	Johnson County	Contractor License - Class A	2022-0007197
Kentucky	City of Lexington	Occupational License	15070949
Kentucky	City of Owensboro	Occupational License	1016103
Kentucky	Kenton County - City of Erlanger	Occupational License	58005146
Kentucky	City of Louisville	Commercial Building Contractor	LIC-GBCL-21-00027
Kentucky	City of Lexington	Contractor Registration	18941
Louisiana	City of Baton rouge	Sales Tax Registration Certificate	00921437
Louisiana	City of Baton rouge	Occupational License	00921437
Louisiana	State of Louisiana	General Contractors License	39578

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Maryland	State of Maryland	Business License	15845205
Massachusetts	State of Massachusetts	Construction Supervisor	CS-114843
Michigan	State of Michigan	Sales Tax License	54-0248192
Minnesota	State of Minnesota	Contractor Registration	IR668697
Mississippi	State of Mississippi	Commercial License Renewal - General Contractor's License	15482-MC
Missouri	City of Kansas City	Business License	2072095872
Montana	State of Montana	Construction Contractor Registration	229959
Nebraska	City of Bellevue	General Contractor License	A01293
Nevada	City of Henderson	Business License	G65-00509
Nevada	City of Las Vegas	Business License	G65-00509
Nevada	County of Clark	Business License	G65-00509
Nevada	City of Reno	Contractor License	R151213A
Nevada	State of Nevada	Nevada Annual Statement	N/A
Nevada	State of Nevada	General Contractor's License	0071242
Nevada	State of Nevada	Nevada State Business License	NV20021363216
New Jersey	City of Newark	Business License	2021-080853
New Jersey	City of Jersey City	Contractor Registration	YC21-312
New Jersey	City of Bayonne	Contractor Registration	2022-003
New Jersey	Borough of Paramus	General Contractor Registration	GCR-22-0031
New Mexico	State of New Mexico	Construction License QP Certificate	402415
New Mexico	State of New Mexico	Construction License	402416
New York	Town of North Hempstead - Great Neck	Contractor Registration	GC21-000003
New York	NYC	NYC Safety Registration	2765
North Carolina	State of North Carolina	General Contractors License	45410
North Dakota	State of North Dakota	Contractors License Class A	50708
Ohio	City of Columbus	General Contractor License	G08603
Ohio	City of Cleveland	Contractor Registration	RENEWCR22001217 / CR16031709

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Ohio	City of Hilliard	Contractor Registration	REG-5010
Ohio	City of New Albany	Contractor Registration	LCG-2020-0214
Oregon	City of Hillsboro	Business License	8570
Oregon	State of Oregon	General Contractors License	154387
Pennsylvania	City of Pittsburgh	General Contractors License	BL008137
Pennsylvania	Salem Township	Contractor Insurance Verification Card	2110
Pennsylvania	City of Philadelphia	Contractor Activity License	051151
Pennsylvania	State of Pennsylvania	Business Registration	7429504
Rhode Island	State of Rhode Island	Contractor Registration	37008
South Carolina	City of Charleston (within the city)	Business License	BL021101-08-2020
South Carolina	City of Columbia	Business License	53819
South Carolina	City of Greenville	Business License	2021-16490
South Carolina	Town of Hilton Head Island	Business License	22086
South Carolina	City of Isle of Palm	Business License	CI21-03811
South Carolina	City of North Charleston	Business License	LIC-2-21-247793
South Carolina	County of Charleston	Contractor Business License	LIC-5-21-255452
South Carolina	Town of Awendaw	Business License - Contractor	LIC-6-21-256810
South Carolina	Town of James Island	Contractor Business License	LIC-6-21-257164
South Carolina	City of Rock Hill	Business and Professional License	202203124
South Carolina	City of Forest Acres	Business License	28179
South Carolina	City of Goose Creek	Business License	05818
South Carolina	City of Hanahan	Business License	13909
South Carolina	City of Myrtle Beach	Business License	11663
South Carolina	County of Dorchester	Contractor Renewal	21-01975
South Carolina	Town of Mount Pleasant	Business License	20096321
South Carolina	Town of Summerville	Business License	CL21-000448
Tennessee	City of Chattanooga	Business License & Gross Sales Receipt	1000360785

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Tennessee	City of LaVergne	Business Tax License	1001275911
Tennessee	City of Mount Juliet	Business Tax License	1001488289
Tennessee	City of Oak Ridge	Business License & Gross Sales Receipt	1000360784
Tennessee	County of Anderson	Business License & Gross Sales Receipt	0143661
Tennessee	County of Hamilton	Business License & Gross Sales Receipt	0127138
Tennessee	County of Knox	Business License & Gross Sales Receipt	0368439
Tennessee	County of Nashville and Davison	Business License & Gross Sales Receipt	120327
Tennessee	County of Memphis and Shelby	Business License & Gross Sales Receipt	112003971
Tennessee	County of Memphis and Shelby	Contractor Registration	B49924
Tennessee	State of Tennessee	General Contractors license	49924
Texas	City of Richardson	Contractor Registration	19297
Texas	City of Arlington	Contractor Registration	2020 039367 000 00 BR
Texas	City of Euless	Contractor Registration	11589
Texas	City of Irving	Contractor License	B-1020733
Utah	West Valley City	Business License	151937
Utah	State of Utah	Contractor License	5261391-5501
Utah	State of Utah	Sales/Use Tax	
Virginia	City of Chesapeake	Business License	072291
Virginia	City of Hopewell	Business License	1490
Virginia	City of Manassas	Business License	10363
Virginia	City of Alexandria	Business License	135436-2022
Virginia	City of Charlottesville	Business License	414848-802090
Virginia	City of Fairfax City	Business License	101726
Virginia	City of Falls Church	Business License	4872
Virginia	City of Hampton	Business License	36710
Virginia	City of Norfolk	Business License	33194
Virginia	City of Roanoke	Business License	107790
Virginia	City of Winchester	Business License	6088
Virginia	County of Arlington	Business License Tax Certificate	BLC-1000042495-02

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Virginia	County of Frederick	Business License	20204
Virginia	City of Newport News	Business License	830014-2022
Virginia	County of Henrico	Business License	140613
Virginia	County of Chesterfield	Business License	506249
Virginia	County of James City	Business License	008506
Virginia	County of Loudoun	Business License	B101078
Virginia	County of Prince William County	Business License	10016861-2022
Virginia	Town of Herndon	Business License	714
Virginia	Town of Vienna	Business License	747
Virginia	County of Fairfax	BPOL License Headquarters	2156582
Virginia	County of Fairfax	BPOL License Hartland	2153886
Virginia	City of Virginia Beach	Certificate of Business License	2021-111218
Virginia	City of Richmond	Business License	828
Virginia	County of Fairfax	BPOL License Lee Hwy	2153883
Virginia	State of Virginia	General Contractors License	2701005319
Virginia	Town of Purcellville	Business License	621
Washington	City of Bellevue	General Business License	155235
Washington	City of Bothell	Business License	014022
Washington	City of Kent	Business License	2200471
Washington	City of Snoqualmie	Business License	113515
Washington	City of Everett	General Business License	58686
Washington	City of Auburn	Business License	BUS-34463
Washington	City of Issaquah	Issaquah General Business License Endorsement	UBI: 602062110
Washington	City of Bellingham	Business License	602062110
Washington	City of Seattle	Business License	793486
Washington	State of Washington	Construction Contractor Registration	HITTCCI863PM - UBI: 602062110
Washington	City of Kirkland	Kirkland General Business License Endorsement	UBI: 602062110
Washington	City of Quincy	Quincy General Business License Endorsement	UBI: 602062110
Washington	City of Redmond	Business License	RED20-000064

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Washington	City of Sea Tac	Business License	009678
Washington	City of Skykomish	Skykomish General Business License Endorsement	UBI: 602062110
Washington	City of Spokane	Spokane General Business License Endorsement	UBI: 602062110
Washington	City of Sumner	Sumner General Business License Endorsement	UBI: 602062110
Washington	City of Gig Harbor	Gig Harbor General Business License Endorsement	UBI: 602062110
Washington	City of Tukwila	Tukwila General Business License Endorsement	UBI: 602062110
West Virginia	City of Clarksburg	Business License	28179
West Virginia	City of Hinton	Business License	5002
West Virginia	City of Martinsburg	Business License	37031-73761
West Virginia	State of West Virginia	General Contractor's License	WV037612

HITT is licensed to perform work in 30 states and the District of Columbia and is also capable of performing work in 17 states that do not require a state contractor's or business license. HITT is not licensed to do work in three states—Alaska, Hawaii, and Wisconsin.

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

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

- Yes
- No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

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

Provide statement here. No formal claims for breach of contract have been filed against HITT Contracting Inc. nor any of our proposed subcontractors for the performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program.

2. *Mandatory Disclosure of Governmental Investigations.*

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

Provide statement here. Neither HITT Contracting Inc. nor our proposed subcontractors have been the subject of any adverse administrative governmental action with respect to our company's performance of services similar to those described in this RFP.

PROPOSAL FORM 7: MANDATORY SUPPLIER & PROPOSAL 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 RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

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

AND

I, Mitch Filipowicz, hereby certify and affirm that HITT Contracting Inc., 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, Mitch Filipowicz, hereby certify and affirm that HITT Contracting Inc., is 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, Mitch Filipowicz, hereby certify and affirm that HITT Contracting Inc. 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.

I, Mitch Filipowicz, hereby affirm that this proposal accurately represents the capabilities and qualifications of HITT Contracting Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 8: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature:  _____

Printed Name: Mitch Filipowicz

Company Name: HITT Contracting Inc.

Mailing Address: 2900 Fairview Park Drive, Falls Church, VA 22042

Email Address: mfilipowicz@hitt-gc.com

Job Title: Senior Vice President

PROPOSAL FORM 9: DEBARMENT NOTICE

I, the Bidder, 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.

Respondents Name:	HITT Contracting Inc.
Mailing Address:	2900 Fairview Park Drive Falls Church, VA 22042
Signature	
Title of Signatory:	Senior Vice President

PROPOSAL FORM 10: LOBBYING CERTIFICATIONS

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

May 19, 2022

PROPOSAL FORM 11: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

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

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

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

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

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

2. Fingerprint & Criminal Background Checks

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

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

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

Signature:



Date:

May 19, 2022

PROPOSAL FORM 12: 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.

Does Bidder agree? Yes
(MJF)

PROPOSAL FORM 13: FEDERAL FUNDS CERTIFICATION FORMS

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

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

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

1. Supplier Partner Violation or Breach of Contract Terms

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

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

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

Does Bidder agree? Yes
(MJF)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? Yes
(MJF)

3. Equal Employment Opportunity

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

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

Does Bidder agree? Yes
(MJF)

4. Davis-Bacon Act

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

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

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

Does Bidder agree? Yes
(MJF)

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree? Yes
(MJF)

6. Right to Inventions Made Under a Contract or Agreement

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

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

Does Bidder agree? Yes
(MJF)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Bidder agree? Yes
(MJF)

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.

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

Does Bidder agree? Yes
(MJF)

9. Byrd Anti-Lobbying Amendment

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

Does Bidder agree? Yes
(MJF)

10. Procurement of Recovered Materials

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

Does Bidder agree? Yes

(MJF)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Yes
(MJF)

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

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

Does Bidder agree? Yes
(MJF)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? Yes
(MJF)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? Yes
(MJF)

15. Applicability to Subcontractors

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

Does Bidder agree? Yes
(MJF)

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

Authorized
signature:



Printed Name: Mitch Filipowicz
Company Name: HITT Contracting Inc.
Mailing Address: 2900 Fairview Park Drive
Falls Church, VA 22042
Job Title: Senior Vice President

PROPOSAL FORM 14: ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? Yes
(MJF)

Date: May 16, 2022

PROPOSAL FORM 15: NEW JERSEY REQUIREMENTS

In the event the Awarded Suppliers desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that would need to be completed so that the public agency is in compliance with local requirements for working with a supplier through a cooperative contract.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: HITT Contracting Inc.
Street: 2900 Fairview Park Drive
City, State, Zip Code: Falls Church, VA 22042

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Mitch Filipowicz, an authorized representative of HITT Contracting Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Brett Hitt	2900 Fairview Park Drive Falls Church, VA 22042	50%
James Millar	2900 Fairview Park Drive Falls Church, VA 22042	50%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: 
Date: May 19, 2022

B. Non-Collusion Affidavit NOT APPLICABLE

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip: Enter Bidder Name

State of New Jersey

County of Insert County name

I, Insert name here. of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized
signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM NOT APPLICABLE

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Not applicable			\$

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

Subscribed and sworn before me this ___ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

PROPOSAL FORM 16: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 17: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.


- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 18: MASTER AGREEMENT SIGNATURE FORM

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

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

Company Name HITT Contracting Inc.
Address 2900 Fairview Park Drive
City/State/Zip Falls Church, VA 22042
Phone Number 703.846.9000
Email Address mfilipowicz@hitt-gc.com
Printed Name Mitch Filipowicz
Job Title Senior Vice President

Authorized Signature 

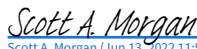
Initial Term of the Master Agreement


Contract Effective Date: July 1, 2022
Contract Expiration Date: June 30, 2026
Contract Number: COG-2132C

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

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

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

By: 
Scott A. Morgan (Jun 13, 2022 11:50 EDT)
Name: Scott A. Morgan
As: CCOG Board President
Date: Jun 13, 2022

By: 
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Jun 10, 2022









Agreement - CCOG & HITT (Master) - 2022.07.01 - reduced

Final Audit Report

2022-06-13

Created:	2022-06-10
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANeJKwVUvWxZBc9foolfi76Fb-tkVGiXr

"Agreement - CCOG & HITT (Master) - 2022.07.01 - reduced" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2022-06-10 - 5:04:26 PM GMT
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2022-06-10 - 5:07:52 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2022-06-10 - 5:54:19 PM GMT
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2022-06-10 - 5:54:31 PM GMT - Time Source: server
-  Document emailed to Scott A. Morgan (smorgan@cuyahogalibrary.org) for signature
2022-06-10 - 5:54:33 PM GMT
-  Email viewed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
2022-06-11 - 2:25:06 AM GMT- IP address: 146.75.222.0
-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
Signature Date: 2022-06-13 - 3:50:20 PM GMT - Time Source: server- IP address: 66.213.22.193
-  Agreement completed.
2022-06-13 - 3:50:20 PM GMT