



INVITATION FOR BID

Job Order Contracting Services in the State of Illinois

IFB # COG-2131

Issued By:

***The Cooperative Council of Governments
On Behalf of Equalis Group***

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

February 2022

Section Two:

Bid Submission and Required Forms

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BID FORM CHECKLIST

The following documents must be submitted with the Bid

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

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

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

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

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

OTHER REQUIRED BID FORMS: Bidders need only submit Bid Forms 8-17 once regardless of how many contracts or geographical regions they are bidding.

- ☐ Bid Form 8: Agreement to Work in all Areas of the State
- ☐ Bid Form 9: Federal Funds Certification Form
- ☐ Bid Form 10: Required License and Certifications
- ☐ Bid Form 11: Disbarment Notice
- ☐ Bid Form 12: Lobbying Certification and Boycott Certification
- ☐ Bid Form 13: Mandatory Supplier Certifications
- ☐ Bid Form 14: Contractor Certification Requirements
- ☐ Bid Form 15: Unresolved Findings for Recovery

- ☐ **Bid Form 16: Mandatory Disclosures**
- ☐ **Bid Form 17: Master Agreement Signature Form**

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC1-E

CONTRACTOR NAME: Grace Infrastructure Company

GEOGRAPHIC AREA: Region #1 Northern, IL

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

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

1.A Adjustment Factor With
Administrative Fees:

1	.	0	6	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

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

(Specify to four decimal places)

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

3.A Adjustment Factor With
Administrative Fees:

1	.	0	6	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

4.A Adjustment Factor With
Administrative Fees:

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

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

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

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

5	.	4	0	0	0
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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

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

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

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC1-E

CONTRACTOR NAME: Grace Infrastructure Company

GEOGRAPHICAL REGION: Region 1 Northern IL

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.0600</u>
Line 2.	Multiply Line 1 by .60	<u>0.6360</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.0900</u>
Line 4.	Multiply Line 3 by .10	<u>0.1090</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.060</u>
Line 6.	Multiply Line 5 by .10	<u>0.1060</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.060</u>
Line 8.	Multiply Line 7 by .10	<u>0.1060</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.090</u>
Line 10.	Multiply Line 9 by .10	<u>0.1090</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.0700</u>

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

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

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

Argo Construction LLC DBA Grace Infrastructure Company

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

82-2065700

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

Corporate Address: 13655 Main St.

Lemont, IL 60439

Remittance Address: Same

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

Name: Rick Ramos

Title: Project Manager

Office Phone #: 630-410-8000

Cell Phone #: 312-961-8099

Email: rick@grace-infrastructure.com

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

Name: Rick Ramos

Title: Project Manager

Office Phone #: 630-410-8000

Cell Phone #: 312-961-8099

Email: rick@grace-infrastructure.com

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

We are Argo construction LLC DBA Grace Infrastructure Company. Our company was established in 2017 and certified by the City of Chicago as an MBE / DBE Company. We quickly grew from a few employees and zero revenue to nearly 45 with our office staff and tradesmen while completing roughly \$20 million in revenue in 2021.

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

\$20+ Million

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

90% of our annual revenue is constructed in the public sector

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

We plan to continue our trend of 90%

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

Our Company treats our public sector clients the same as all clients. With hospitality and problem solving. We are not just a construction company but a partner to our clients to resolve their problems.

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

☐ Yes

Our Company is a certified MBE/ DBE. We look forward to self-performing working alongside our MBE/WBE/DBE/SBE subcontractors to meet and exceed the committed goals.

☒ No

As an MBE company we want nothing more than to help be a part of growing other certified companies along with ours. We understand how these companies operate and what they deal with. So as a MBE GC we truly look forward to finding certified firms to help with any work order.

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

☐ Yes

☐ No

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

See attached Below



Corkill Insurance Agency
25 Northwest Point Blvd
Suite 625
Elk Grove Village, IL 60007
Phone 847-758-1000
Fax 847-758-1200

January 5, 2022

Argo Construction LLC
Dba Grace Infrastructure Company
13655 Main Street
Lemont, IL 60439

Re: Worker's Compensation
NCCI Experience Modification Rating

The experience modification rate for Argo Construction LLC; DBA Grace Infrastructure Company are as follows:

Rating Effective Date	EMR Factor
9/1/21	.82
9/1/20	.92

Prior to 9/1/20 Argo Construction LLC; DBA Grace Infrastructure Company did not qualify for an experience modification due to length of time in business. However, to date there have been no known claim(s) under their workers compensation policy with our agency during their time with us. We believe that Argo Construction LLC DBA Grace Infrastructure Company would be a good candidate for your job as they have the utmost regards for safety and ethical handling of workers compensation related matters.

Please feel free to contact our office if you have any questions or require additional information.

Sincerely,

Susan L. Valene, CIC
Account Manager

BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☒ Yes ☐ No

List certifying agency: City Of Chicago

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

Respondent certifies that this firm is a SBE or DBE

☒ Yes ☐ No

List certifying agency: City Of Chicago

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____

BID FORM 5: BONDING CAPACITY STATEMENT

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

(Insert bonding company statement here)



April 6, 2022

RE: Argo Construction LLC DBA Grace Infrastructure Company
13655 Main Street
Lemont, IL 60439

To Whom It May Concern:

We are the bonding Agent for Argo Construction LLC DBA Grace Infrastructure Company . In support of potential bids and payment/performance bonds, and if the principal enters into a formal contract and requests such bonds, then we, as their Agent, will issue these bonds in the full amount of the contract up to the following limits:

Single Job: \$4,000,000
Aggregate: \$10,000,000

Selective Insurance Company of America is willing to review and support bonds in excess of these limits when necessary. These bonds are subject to review of the contract documents, specifications, and normal underwriting procedures at the time. Selective Insurance Company of America has an AM Best Rating of A (Excellent) XIV.

We are confident in Argo Construction LLC's ability to perform work and recommend them for your favorable consideration.

Should you have any questions or concerns, please do not hesitate to contact us.

Respectfully,

Luke F. Praxmarer
(Attorney-in-Fact)

BID FORM 6: MANAGEMENT PERSONNEL

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

Executive Contact

Contact Person: Rick Ramos

Title: Project Manager

Company: Grace Infrastructure Company

Address: 13655 Main St.

City: Lemont State: IL Zip: 60439

Phone: 312-961-8099 Fax: N/A

Email: rick@grace-infrastructure.com

Account Manager / Sales Lead

Contact Person: Rick Ramos

Title: Project Manager

Company: Grace Infrastructure Company

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: Nina Baker

Title: Controller

Company: Argo Construction LLC DBA Grace Infrastructure Company

Address: 13655 Main St.

City: Lemont State: IL Zip: 60439

Phone: _____ Fax: _____

Email: accounting@argoconstructionllc.com

Marketing

Contact Person: Rick Ramos

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

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

- a) Entity Name
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

Please see attached Below

Questions:

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

Cooperative/GPO Name

Contract Number

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

Please see attached Below for items 2&3

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

N/A

5. Felony Conviction Notice – Please check applicable box:

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

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

Project Reference

Project Tier	Contract Value	Completion	Project Name	Description	Scope of Work	Client Name	Phone Number	Email
Tier 1	\$ 177,000.00	4/16/2021	Office Build out in Lagrange Office	DIV 1 80% Self Perform framing walls and ceiling in existing building. Subcontracted 20% for electrical outlets to be adjusted and replace light fixtures.	Complete Office Build out of a 1500 SF office Space	Louder Enterprises Inc.	708-588-1250	louderentinc@gmail.com
Tier 1	\$ 207,540.00	8/1/2021	Cook County Pavement Repair	100% self perform Concrete pavement	Cook County Emergency Pavement repair	FH Paschen / Cook County	773-444-1622	Brandon Heidinger
Tier 1	\$ 190,000.00	11/30/2021	Fire Station Aperatus Floor replacement	Remove and Replace a structural slab at a CFD Station in Wrigleyville	Track work	Paul Borg James Crnich	312-287-6530	jcrnich@paulborgconstruction.com
Tier 2	\$ 450,000.00	10/20/2019	CTA BlueLine	100% Self Perform as a Sub to Kiewit Demolition, Track Repair, Concrete	Track work	CTA / Kiewit Infrastructure Co.	773-640-1440	joseph.sanfilippo@kiewit.com
Tier 2	\$ 383,000.00	10/7/2020	Mound Rd Build out	DIV 1 Self perform 60% including Carpentry, drywall, ceilings, doors, painting, millwork install, Sub 40% electrical & hvac upgrades	Office Remodel and Facade rehab	Alpha LM Inc	630-440-6970	vpro3@comcast.net
Tier 2	\$ 190,000.00	9/1/2021	IDOT Montrose Bridge.	Site Drainage and Bridge Drainage Installation - 100% Self Perform	Sub contractor for drainage	Granite Construction	312-735-7058	Michael Lange
Tier 3	\$ 10,000,000.00	12/31/2022	Netsync, Verizon, AT&T Restoration	response contractor vor various repairs	3 Yr Contract for Rapid Response for Various Location Repairs throughout the City of Chicago	John Burns Construction	708-638-7728	rleeds@jbcco.com
Tier 3	\$ 6,530,524.08	10/26/2021	O'Hare Runway 9R-27 Extension	100% Self perform DIV 34 Replacement of various sized storm sewer from 18" to 108"	Concrete and Sewer Construction	Walsh Construction Group	312-656-6694	jsannasardo@walshgroup.com
Tier 3	\$ 546,780.00	5/1/2021	Cook County JOC DOC Ramp Reconstruction	Help Design and relace a DOC Concrete ramp for Cook County and SVT through the JOC Program	Concrete and site work	Cook County / SVT / Paul Borg	224-268-7113	Joey Tse w/ SVT



Construction Management and Operations

- i. Our team has experience with several JOC programs. We are ready and willing to work with the county staff, architects and/or engineers. We have great experience with helping our customers and owners with designs, solutions, and problem solving. Our team has very diverse experience in several fields and situations. We are experienced in building, civil, and heavy highway construction. Our project managers, superintendents and subcontractors are ready to meet and brainstorm with villages and municipalities to complete these projects in the best possible way.
- ii. Our first step would be to develop a scope of work with the clients Project Director and Project Manager. Second, we would hold a site walk with various subcontractors that may be needed to complete the defined scope of work. From there we use a software to solicit and share plans, drawing, or specifications with our subcontractors. With this software we can track our subcontractors participation in this specific project. We will collect proposal and quantity take offs. Once we come to an agreement with a specific subcontractor we will work with them for any further detailed quantities. While at the same time our in house team is planning this project and accounting for all other needed materials, equipment, Non-pre priced, etc.
- iii. Our company has a great safety record as we pride ourselves on being above the rest in safety and quality. We have worked on several CTA projects and Projects at Argonne National Laboratory. These entities follow some of the strictest guidelines in the industry that go above the rest. We have an in house safety manager that keeps our job sites within guidelines and makes sure our field staff is trained with all the necessary knowhow to complete their job safely. Please see attached safety plan submitted.
- iv. Our company uses Pantera Global. This is a project management software, the same used in the proposal phase that we can carry through the project. With this software we are able to have all of our subcontractors and ourselves upload and track the progress of their submittals in one place. This will keep accountability and remove the errors that can happen with one person's log on a spreadsheet. The software will identify who's court the ball (submittal) is in and how long they have had it.
- v. Our company likes to start compiling closeouts well before the end of the project. This allows for far less work when then project is complete. This way when the post construction docs need to be assembled (as-builts, etc) there is far less time to compile them. Our lead PM and super on this contract have JOC experience with cook county and various other entities.



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

APR 12 2021

Alfonso Arrambide.
Argo Construction, LLC
13655 Main Street, Suite #2
Lemont, IL 60439-9168

Dear Mr. Arrambide:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **Argo Construction, LLC** continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due May 15, 2022.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Codes:

237110- Water and Sewer Line Related Structures Construction
237310- Highway, Street, and Bridge Construction
238110- Poured Concrete Foundation and Structure Contractors

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.

OK

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/fn



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 15 2018

Alfonso Arrambide
Argo Construction, LLC
13655 Main Street, Suite #2
Lemont, IL 60439-9168

Dear Alfonso Arrambide:

We are pleased to inform you that **Argo Construction, LLC** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **(MBE)** certification is valid until **5/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **5/15/2019, 5/15/2020, 5/15/2021, and 5/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **(MBE)** if you fail to:

- File your annual No-Change Affidavit within the required time period;

Handwritten signature/initials in blue ink.

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

237110 - Water and Sewer Line and Related Structures Construction
237310 - Highway, Street, and Bridge Construction
238110 - Poured Concrete Foundation and Structure Contractors

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/sg

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

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

Please circle your intention below:

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

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

Signature

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

Name of Proposer: Grace Infrastructure Company by Rick Ramos

City/State/Zip: Lemont, IL 60439

Telephone No.: 312-961-8099

If a partnership, names and addresses of partners:

N/A

Notarized

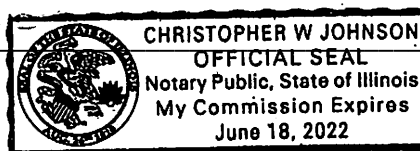
Subscribed and sworn to before me this 6th day of April, 2022

Notary Public in and for the County of Dupage

State of IL

My commission expires: _____

Signature: Chris Johnson



BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree Does Bidder agree? ☒ [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

RR

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet

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

RR

Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

RR

Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

RR
Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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

RR
Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

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

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

Vendor agrees to comply with the above requirements when applicable.

RR
Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

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

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations

issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does Bidder agree? ^{RR} ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

^{RR}
Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

^{RR}
Does Bidder agree? ☐ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

RR

Does Bidder agree? ☐ [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

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

RR

Does Bidder agree? ☐ [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

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

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

RR

Does Bidder agree? ☐ [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? ^{RR}
☒ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

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

Does Bidder agree? ^{RR}
☒ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

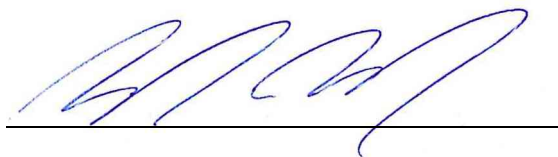
15. Applicability to Subcontractors

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

Does Bidder agree? ^{RR}
☒ [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

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

Authorized
signature:



Printed Name: Rick Ramos
Company Name: Grace Infrastructure Company
Mailing Address: 13655 Main St. Lemont, IL 60439
Job Title: Chief Estimator / Project Manager

BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

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

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

ARGO CONSTRUCTION LLC DBA GRACE
INFRASTRUCTURE COMPANY
13655 MAIN ST
LEMONT IL 60439

LICENSE CLASS: (C) \$5,000,000 PROJECT CEILING



LICENSE NUMBER: TGC123520

CERTIFICATE NUMBER : GC123520-1

FEE: \$ 750

DATE ISSUED: 12/07/2021

DATE EXPIRES: 12/07/2022

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Lori E Lightfoot
Mayor

Matthew Beaudet
Commissioner

City of Chicago
General Contractor License Program

P.O. Box 388249
Chicago, IL 60638-8249

Your application for a City of Chicago General Contractor's License has been issued please note that if your insurance certificate expiration date differs from your license expiration date it is your responsibility to provide a current one upon its renewal.

IF THE RENEWED INSURANCE CERTIFICATE IS NOT RECEIVED before the insurance expiration date. YOUR LICENSE WILL GO TO AN INACTIVE STATUS ON THE CITY OF CHICAGO'S LIST OF REGISTERED CONTRACTORS. YOU WILL NOT BE ABLE TO PULL PERMITS IF YOUR INSURANCE IS EXPIRED AND THE LICENSE WILL BECOME INACTIVE.

- Please forward the renewed insurance certificate upon its renewal, to our office using the contact information below either by email or mail. Contact our office if you have any questions.*

Respectfully,

Patty Garber

pgarber@continentaltesting.net

phone 800-359-1313 ext. 117

*City of Chicago
General Contractors License Program
PO Box 388249
Chicago IL 60638*

NOTICE



RESPONSIBILITY OF ALL GENERAL CONTRACTORS

Enclosed is your recently approved general contractor's license. Please review the responsibilities and duties of general contractors as outlined in 4-36-010 of the Chicago Municipal Code. (go to: www.cityofchicago.org/business) The following are several duties required by the ordinance:

- Post issued license in a conspicuous place near the entrance of your primary place of business;
- A photocopy of the license must be posted at each construction site maintained by the licensee;
- Notification to the Commissioner of Buildings in writing within 14 days after any change in the facts stated in the license application. Correspondence shall be forwarded to:

General Contractors License
P.O. Box 388249
Chicago, IL 60638-8249

- Licensee shall print his general contractor license number on the front page of every estimate, contract and subcontract and on any advertisement placed by or on behalf of a general contractor;
- Licensee shall print his general contractor license number, and the class of the general contractors license shall appear on each building permit application;
- Licensee must affix name and general contractor license number on all vehicles used in business.

If you have any questions, regarding any of these requirements, please contact (312) 744-3125.



BID FORM 11: DEBARMENT NOTICE

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

Potential Vendor: Grace Infrastructure Company

Title of Authorized Representative: Project Manager / Chief Estimator

Mailing Address: 13655 Main St. Lemont, IL 60439

Signature: _____

BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

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

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

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

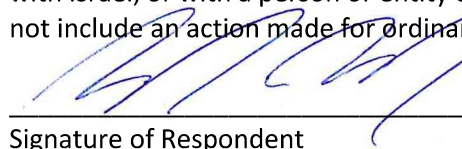

Signature of Respondent

4/6/2022

Date

Boycott Certification

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


Signature of Respondent

4/6/2022

Date

BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG 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, Rick Ramos., hereby certify and affirm that Grace Infrastructure Company, 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, Rick Ramos., hereby certify and affirm that Grace Infrastructure Company, 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, Rick Ramos., hereby certify and affirm that Grace Infrastructure Company, 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, Rick Ramos., hereby certify and affirm that Grace Infrastructure Company 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, Rick Ramos. , hereby affirm that this proposal accurately represents the capabilities and qualifications of Bidder Name, 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.)*

BID FORM 14: 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 Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

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

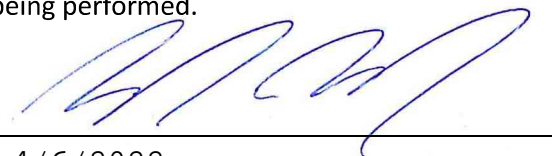
2. Fingerprint & Criminal Background Checks

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:

4/6/2022

BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

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

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

☐

Yes

☒

No

BID FORM 16: MANDATORY DISCLOSURES

3. *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. [Insert statement here.](#)

4. *Mandatory Disclosure of Governmental Investigations.*

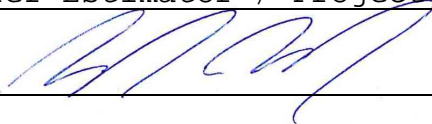
Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such 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. [Insert statement here.](#)

BID FORM 17: 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	Grace Infrastructure Company
Address	13655 Main St.
City/State/Zip	Lemont, IL 60439
Phone Number	312-961-8099
Email Address	rick@grace-infrastructure.com
Printed Name	Rick Ramos
Job Title	Chief Estimator / Project Manager
Authorized Signature	

Initial Term of the Master Agreement

Contract Effective Date:	May 1, 2022
Contract Expiration Date:	April 30, 2023
Contract Number:	

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

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

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

By:	
Name:	Scott A. Morgan
As:	CCOG Board President
Date:	

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