



BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2118-PAC02-A

CONTRACTOR NAME: Ohio Paving & Construction Co., Inc.

GEOGRAPHIC AREA: 2

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	.	3	5	7	3
---	---	---	---	---	---

(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	.	4	6	5	9
---	---	---	---	---	---

(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	.	2	2	5	4
---	---	---	---	---	---

(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	.	3	3	4	1
---	---	---	---	---	---

(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	8	1	1
---	---	---	---	---	---

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

1	.	2	9	5	5
---	---	---	---	---	---

(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 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2118-PAC02-B

CONTRACTOR NAME: Ohio Paving & Construction Co., Inc.

GEOGRAPHIC AREA: 2

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	.	3	5	7	3
---	---	---	---	---	---

(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	.	4	6	5	9
---	---	---	---	---	---

(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	.	2	2	5	4
---	---	---	---	---	---

(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	.	3	3	4	1
---	---	---	---	---	---

(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	8	1	1
---	---	---	---	---	---

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

1	.	2	9	5	5
---	---	---	---	---	---

(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-2118-PAC02-A

CONTRACTOR NAME: Ohio Paving & Construction Co., Inc.

GEOGRAPHICAL REGION: 2

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>1.3573</u>
Line 2.	Multiply Line 1 by .30	<u>0.4072</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.4659</u>
Line 4.	Multiply Line 3 by .10	<u>0.1466</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2254</u>
Line 6.	Multiply Line 5 by .40	<u>0.4902</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3341</u>
Line 8.	Multiply Line 7 by .10	<u>0.1334</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1811</u>
Line 10.	Multiply Line 5 by .10	<u>0.1181</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2955</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 Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

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

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

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2118-PAC02-B

CONTRACTOR NAME: Ohio Paving & Construction Co., Inc.

GEOGRAPHICAL REGION: 2

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>1.3573</u>
Line 2.	Multiply Line 1 by .30	<u>0.4072</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.4659</u>
Line 4.	Multiply Line 3 by .10	<u>0.1466</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2254</u>
Line 6.	Multiply Line 5 by .40	<u>0.4902</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3341</u>
Line 8.	Multiply Line 7 by .10	<u>0.1334</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1811</u>
Line 10.	Multiply Line 5 by .10	<u>0.1181</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2955</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 Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

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

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



BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

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

Ohio Paving & Construction Co., Inc.

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

34-1708850

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

Corporate Address: 38220 Willoughby Parkway

Willoughby, Ohio 44094

Remittance Address: same as above

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

Name: Mike Princic

Title: General Manager

Office Phone #: 440-975-8929

Cell Phone #: 216-701-4545

Email: mprincic@ohiopaving.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: John DeLillo

Title: President

Office Phone #: 440-975-8929

Cell Phone #: 440-479-9344

Email: john@ohiopaving.com

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

Established in 1992, Ohio Paving has gained an impressive track record and an established reputation for excellence in Government contracting. Public work including local government, federal, schools, metroparks, hospitals etc. accounts for about 25% of our overall revenue. Additionally, we work closely with local retail, industrial and manufacturing companies who need assistance in design or scope development to build and/or maintain a lasting product. Our team of estimators, project managers, site superintendents, operators, laborers and support staff have a proven record of exceptional service beginning with project inception through project completion.

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

2020 – \$7,500,000

2019 - \$9,900,000

2018 – \$10,840,000

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

2018: \$2,835,866; 2019: \$1,332,563; 2020: \$1,498,559

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

Ohio Paving will target public entities such as cities, townships, libraries, schools etc.. in our online marketing, email campaigns and direct mail advertising. These marketing pieces focus on educating these public entities about the cooperative buying and JOC process.

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

Ohio Paving strives to set us apart from our competition. We have a team of experienced professionals that has significant paving experience in the public sector. Additionally we create a business environment for success through our commitment to customer satisfaction, on-time delivery, quality material and workmanship, a safe work site and a high standard of professional service.

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

Policy period	7/1/19 - 7/1/20	7/1/18 - 7/1/19	7/1/17 - 7/1/18	7/1/16 - 7/1/17	7/1/15 - 7/1/16	1/1/15 - 7/1/15	7/1/14 - 1/1/15	1/1/14 - 7/1/14	7/1/13 - 1/1/14	1/1/13 - 7/1/13
Published EMR	1.85	1.69	0.51	0.51	0.52	0.48	0.48	0.48	0.48	0.47

You will notice elevated EM ratings. Ohio Paving has had an impeccable **On-Site safety rating during our 29 years in business. Having had only 3-4 minor **onsite** injuries during that time, with no lost work days. So I would like to explain the elevated ratings. In 2016 we had 4 employees involved in a major auto accident that resulted in one of our seal tanker trucks turning on its side on the highway while returning from a job. Two employees were severely injured, two others were injured as well. Our own internal investigation, as well as that of local law enforcement determined that our driver was NOT at fault. We also determined our driver was following our driving policy including: driving the posted speed limit, wearing seat belts, no cell phone use etc. I would be happy to discuss this with you further or provide additional documentation.



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: _____

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

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____



BID FORM 5: BONDING CAPACITY STATEMENT

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

(Insert bonding company statement here)



550 Polaris Parkway, Suite 100
Westerville, OH 43082

Kevin W. Birch, CCIFP, AFSB
Regional AVP
Telephone 614-818-7898
Facsimile 614-818-7890
kevin.birch@cnasurety.com

June 16, 2021

Equalis Group

To Whom It May Concern:

It has been our privilege to have provided surety bonds for Ohio Paving & Construction Co., Inc for several years. Western Surety Company presently has a surety program established supporting single projects up to \$5,000,000 and an aggregate program of \$25,000,000 with an available bonding capacity of \$25,000,000. Western Surety Company is also on the U.S. Treasury Department's list of approved surety companies (Federal Register, Circular 570) and enjoys a rating of A (Excellent) by the A.M. Best Co. rating agency.

We are able to confirm that, if required, we are prepared to provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

Sincerely,

Kevin W. Birch

Kevin W. Birch
Regional AVP

cc: Bruce Lockhart, AssuredPartners



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: John DeLillo
Title: President
Company: Ohio Paving & Construction Co., Inc.
Address: 38220 Willoughby Parkway
City: Willoughby State: Ohio Zip: 44094
Phone: 440-975-8929 Fax: 440-975-9019
Email: john@ohiopaving.com

Account Manager / Sales Lead

Contact Person: Mike Prinic
Title: General Manager
Company: Ohio Paving & Construction Co., Inc.
Address: 38220 Willoughby Parkway
City: Willoughby State: Ohio Zip: 44094
Phone: 440-975-8929 Fax: 440-975-9019
Email: mprinic@ohiopaving.com

Contract Management (if different than the Sales Lead)

Contact Person: same as above
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____



Billing & Reporting/Accounts Payable

Contact Person: John Ashba

Title: Accounting

Company: Ohio Paving & Construction Co., Inc.

Address: 38220 Willoughby Parkway

City: Willoughby State: Ohio Zip: 44094

Phone: 440-975-8929 Fax: 440-975-9019

Email: accounting@ohiopaving.com

Marketing

Contact Person: April White

Title: Project Coordinator / Estimator

Company: Ohio Paving & Construction Co., Inc.

Address: 38220 Willoughby Parkway

City: Willoughby State: Ohio Zip: 44094

Phone: 440-975-8929 Fax: 440-975-9019

Email: april@ohiopaving.com



38220 Willoughby Parkway
Willoughby, Ohio 44094
www.ohiopaving.com

(440) 975-8929 • Office
(440) 975-9019 • Fax

John DeLillo
38220 Willoughby Parkway
Willoughby, Ohio 44094

Title: President, Ohio Paving & Construction Co., Inc.

Education/Training:

- Formalized Paving Training: NPE
 - Understanding Pavement Defects
 - Estimating Paving Jobs
 - Proper Compaction of Hot Mix Asphalt & aggregates
 - Heavy Equipment Repair
 - Increasing Jobsite Productivity
- OSHA Construction Training:
 - 30 Hour Construction Safety
- BWC Training on:
 - Job Site Safety Meetings
 - Machinery Operations & Safety
 - Forklift Operation
 - Avoiding Heatstroke
 - First Aid

Employment History:

1992-Present	Ohio Paving & Construction Co., Inc. President
1983-1992	Independent Operator Paving Crew and Paver Operator

Work Experience: John started Ohio Paving & Construction and has built the company from a small driveway paving company to a major commercial paving company in Northeast Ohio. John is familiar with every aspect of the company. He is knowledgeable and current on cutting edge asphalt and paving installation, current equipment, and environmentally friendly paving practices.



38220 Willoughby Parkway
Willoughby, Ohio 44094
www.ohiopaving.com

(440) 975-8929 • Office
(440) 975-9019 • Fax

Mike Princic
38220 Willoughby Parkway
Willoughby, OH 44094

Title: General Manager

**Construction Operations
Education/Training:**

BWC Training on:
Job Site Safety Meetings
Machinery Operations & Safety
Forklift Operation
Avoiding Heatstroke
First Aid

OSHA Construction Training:
30 Hour Construction Safety

BWC Training on:
Job Site Safety Meetings
Machinery Operations & Safety
Forklift Operation
Avoiding Heatstroke
First Aid

Other Training:
U.S. Army Corp of Engineers – Construction Quality Management for
Contractors Certificate

Employment History:

2012 - Present	Ohio Paving & Construction Co., Inc. General Manager
1990-2012	Cook Paving General Manager
1985-1990	Osterland Co. Asphalt Foreman

Work Experience:

Mike brings over 30 years of asphalt paving and project management experience to Ohio Paving. He is extremely knowledgeable working on ODOT projects, Department of Administrative Services and Municipal Projects. Mike's strengths include a firm understanding of EEO compliance, ODOT Specifications, Safety and Quality Control.



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www.ohiopaving.com

(440) 975-8929 • Office
(440) 975-9019 • Fax

April White
38220 Willoughby Parkway
Willoughby, Ohio 44094

Title: Safety Manager – Project Coordinator

Education/Training: Formalized Paving Training: AEM
People, Plants and Training Program
Project Management
Sealcoating
Crackfilling

OSHA Construction Training:
30 Hour OSHA Safety

Blueprint Reading

BWC Training on:
Toolbox Talks
Machinery Safety
Avoiding Heatstroke
First Aid

CPR and First Aid Training

Employment History: 2008-Present Ohio Paving & Construction Co., Inc.
Safety Manager and Project Coordinator

Work Experience: April has an Associates Degree in Business Management and has been running our safety program. April prepares Health and Safety Plans for Ohio Paving jobs, implements the Accident Prevention Plan as outlined, and maintains all necessary documentation for government requirements including MSDS, safety meetings, surprise inspections and drug free work place.



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:

REFERENCE 1:

Entity Name: Olmsted Falls Schools

Contact Name and Title: Tim Atkinson, Director of Business Affairs

City and State: Olmsted Falls, Ohio

Phone Number: 440-427-6000

Years Serviced: 2021, 2020, 2019

Description of Services: District wide
2021: crackfill, sealcoat, partial depth asphalt repair.
2020: crackfill, sealcoat
2019: chip seal, mill and resurface

Annual Volume: 2021: \$49,429.32 2020: \$98,493.21 2019: \$112,108.00

REFERENCE 2:

Entity Name: Lakeland Community College

Contact Name and Title: Robert Diehl, Director for Facilities Management

City and State: Kirtland, Ohio

Phone Number: 440-525-7140

Years Serviced: 2021

Description of Services: Salt bin concrete walls & pad. Retaining wall installation.

Annual Volume: \$84,979.90

REFERENCE 3:

Entity Name: Parma City Schools

Contact Name and Title: William Greene, Chief Operating Officer

City and State: Parma, Ohio



Phone Number: 440-885-8750

Years Serviced: 2020, 2019, 2018

Description of Services: District Wide Parking Lot Repairs: mill/pave, full depth repair, concrete replacement, catch basin repair, etc; running tracks

Annual Volume: 2020: \$150,648.00 2019: \$247,917.00 2018: \$887,564.00

REFERENCE 4:

Entity Name: City of Chardon, Ohio

Contact Name and Title: Randal Sharpe, City Manager

City and State: Chardon, Ohio

Phone Number: 440-286-2600

Years Serviced: 2019

Description of Services: Municipal Parking Lot Improvements: mill, excavate, full depth asphalt repairs, concrete sidewalk/pavement/handicap ramp, etc

Annual Volume: \$148,284.00

REFERENCE 5:

Entity Name: Kirtland Local School District

Contact Name and Title: James Smith, Director of Maintenance and Operations

City and State: Kirtland, Ohio

Phone Number: 440-259-9281

Years Serviced: 2019, 2018, 2017

Description of Services: 2019: Middle School & Bus Garage, mill & resurface, catchbasins.
2018: catch basin repair
2017: concrete work

Annual Volume: 2019: \$72,769.60 2018: \$2,300.00 2017: \$4,716.25

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

Sourcewell (Formerly NJPA) IQCC Concrete Construction Greater ClevelandContract No.: OHGCACOMA-020618-OPC

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.

N/A

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.

We have had great success with the Sourcewell IQCC for Greater Cleveland. Upon award, we dropped email campaigns as well as direct mail pieces to government agencies and schools in our service area to educate them on the JOC process. This resulted in contracts from Parma Schools, Kirtland Schools, Perry Schools, Lakeland Community College, CMHA and Board of Developmental Disabilities.

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
- X 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.



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: Ohio Paving & Construction Co., Inc.

City/State/Zip: 38220 Willoughby Parkway
Willoughby, Ohio 44094

Telephone No.: 440-975-8929

If a partnership, names and addresses of partners:

N/A

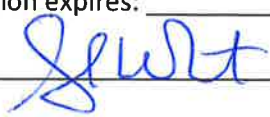
Notarized

Subscribed and sworn to before me this 16th day of June, 2021

Notary Public in and for the County of Lake

State of Ohio

My commission expires: _____

Signature: 



APRIL WHITE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
10-15-2023



BID FORM 9: FEDERAL FUNDS CERTIFICATION 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? JD

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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



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

Does vendor agree? JD

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? JD

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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



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

Does vendor agree? JD

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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

Does vendor agree? JD

(Initials of Authorized Representative)

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

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? JD

(Initials of Authorized Representative)

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



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

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

Does vendor agree? JD

(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 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does vendor agree? JD

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? JD



(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

Does vendor agree? JD

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

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

Does vendor agree? JD

(Initials of Authorized Representative)

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

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

Does vendor agree? JD

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? JD

(Initials of Authorized Representative)

14. Applicability to Subcontractors

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


Does vendor agree? JD

(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.

Ohio Paving & Construction Co., Inc.

Company Name


Signature of Authorized Company Official

John DeLillo

Printed Name

President

Title

6/16/21

Date

BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

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

N/A



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: Ohio Paving & Construction Co., Inc.

Title of Authorized Representative: John DeLillo, President

Mailing Address: 38220 Willoughby Parkway, Willoughby, Ohio 44094

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:

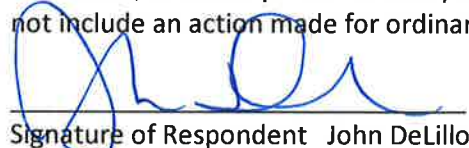
1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 John DeLillo

6/16/21
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 John DeLillo


6/16/21
Date




BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

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


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

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

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

AND

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