

## BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** \_\_\_\_\_

**CONTRACTOR NAME:** F.H. Paschen, S.N. Nielsen & Associates LLC

**GEOGRAPHIC AREA:** \_\_\_\_\_

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(Specify to four decimal places)

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**CONTRACT #/TRADE:** \_\_\_\_\_

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1.A Adjustment Factor With  
Administrative Fees:

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(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:

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(Specify to four decimal places)

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3.A Adjustment Factor With  
Administrative Fees:

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4.A Adjustment Factor With  
Administrative Fees:

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(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:

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

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(See Bid Form 2 for calculation procedure)

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

## BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** \_\_\_\_\_

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## BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: \_\_\_\_\_

CONTRACTOR NAME: F.H. Paschen, S.N. Nielsen & Associates LLC

GEOGRAPHICAL REGION: \_\_\_\_\_

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	_____
Line 2.	Multiply Line 1 by .50	_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	_____
Line 4.	Multiply Line 3 by .10	_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	_____
Line 6.	Multiply Line 5 by .20	_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	_____
Line 8.	Multiply Line 7 by .10	_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	_____
Line 10.	Multiply Line 5 by .10	_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	_____

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

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

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Line 6.	Multiply Line 5 by .20	_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	_____
Line 8.	Multiply Line 7 by .10	_____
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CONTRACT #/TRADE: \_\_\_\_\_

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GEOGRAPHICAL REGION: \_\_\_\_\_

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Line 10.	Multiply Line 5 by .10	_____
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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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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: \_\_\_\_\_

CONTRACTOR NAME: F.H. Paschen, S.N. Nielsen & Associates LLC

GEOGRAPHICAL REGION: \_\_\_\_\_

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	_____
Line 2.	Multiply Line 1 by .50	_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	_____
Line 4.	Multiply Line 3 by .10	_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	_____
Line 6.	Multiply Line 5 by .20	_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	_____
Line 8.	Multiply Line 7 by .10	_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	_____
Line 10.	Multiply Line 5 by .10	_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	_____

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

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

F.H. Paschen, S.N. Nielsen & Associates LLC

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

36-4518443

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

*Corporate Address:* 5515 N. East River Road

Chicago, IL 60656

*Remittance Address:* 5515 N. East River Road

Chicago, IL 60656

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

*Name:* Leo Wright

*Title:* Agent/Senior Vice President

*Office Phone #:* 773-444-3474

*Cell Phone #:* 847-878-4696

*Email:* lwright@fhpaschen.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:** Leo Wright

**Title:** Agent/Senior Vice President

**Office Phone #:** 773-444-3474

**Cell Phone #:** 847-878-4696

**Email:** lwright@fhpaschen.com

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

F.H. Paschen operates as a general contractor and construction manager with a family history in construction for over 100 years. Our portfolio includes new building projects and multifaceted renovations for recreation, educational/institutional /housing facilities, transit facilities, aviation, highway transportation, maintenance facilities, industrial / utility facilities, corporate facilities, and water treatment plants and pump stations. F.H. Paschen is a limited liability company founded in the State of Illinois in 2003.

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

**2022** - \$680 million

**2021** - \$582 million

**2020** - \$653 million

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

**2022** - 95%

**2021** - 95%

**2020** - 90%

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

It is difficult to draw a line between when initial marketing stops and market share increases begin. Every component of our Marketing Program described in our marketing strategy continues through the duration of the contract. There are always new opportunities to be of service to the Ohio State members, so we never rest our outreach efforts.

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

F.H. Paschen uses Site Specs, a cloud-based software that optimizes jobsite data collection on all our projects. It allows clients visibility into projects with live progress updates that can be viewed on any mobile device. F.H. Paschen has customized and worked directly with Site Specs to automate workflows while eliminating time intensive paperwork. It tracks communication between team members with more context in the form of progress photos, weather reports/forecasts, and geolocation. This significantly expedites conflict resolution saving every party time and money.



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.

YEAR	DART RATE	TRIR	EMR	OSHA CITATIONS
2022	0	1.6	0.92	0
2021	0.15	0.92	0.74	0
2020	0.58	1.43	0.88	0
2019	0.79	1.37	0.69	0
2018	1.00	1.84	0.68	0
2017	1.16	1.48	0.66	0

## 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)



**Megan J. Schlueter**  
**Vice President - Surety Division**

Marsh USA Inc.  
2301 Sugar Bush Road, Suite 220  
Raleigh, NC 27612  
+1 919 788 7175  
Megan.Schlueter@marsh.com  
www.marsh.com

March 10, 2023

The Cooperative Council of Governments On  
Behalf of Equalis Group  
6001 Cochran Road, Suite 333  
Cleveland, OH 44136

Re: F.H. Paschen, S.N. Nielsen & Associates, LLC  
Project: Open Market Job Order Contracting Services in the State of Ohio / ITB#COG-2146

To Whom It May Concern:


Continental Casualty Company is the Surety for F.H. Paschen, S.N. Nielsen & Associates LLC and Marsh USA, Inc. is their surety agent that currently has the privilege of providing bonds for F.H. Paschen, S.N. Nielsen & Associates LLC.

F.H. Paschen, S.N. Nielsen & Associates LLC's financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Continental Casualty Company highly recommends them for your favorable consideration on your project.

F.H. Paschen, S.N. Nielsen & Associates LLC has been extended a bonding facility, which will support individual projects up to \$500,000,000.00 and an aggregate work program in the \$1,300,000,000.00 range. F.H. Paschen, S.N. Nielsen & Associates LLC currently has in excess of \$500,000,000.00 in available bond capacity. Surety bonds are issued through the Continental Casualty Company which is rated A XV by AM Best and is listed in the Federal Register.

Continental Casualty Company holds F.H. Paschen, S.N. Nielsen & Associates LLC in the highest regard. We heartily endorse their organization and will provide the requisite bonding should the project be awarded to F.H. Paschen, S.N. Nielsen & Associates LLC. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely,  
**Continental Casualty Company**

  
Megan Schlueter  
Vice President, Surety Division  
Attorney-in-Fact

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Annette Audinot, Ann Marie Keane, James P Holland, Kristin S Bender, Kelly O'Malley, April D Perez, Jessica Iannotta, Megan Schlueter, Janine A Kappen, Individually**

of Morristown, NJ, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

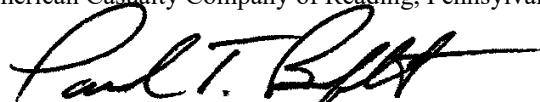
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of December, 2021.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 8th day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

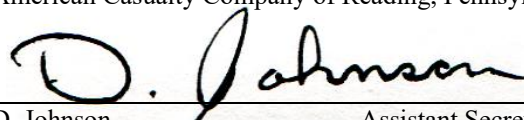
  
M. Bent Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of March, 2023.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
D. Johnson Assistant Secretary

Form F6853-4/2012

## **Authorizing By-Laws and Resolutions**

### **ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

## 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: Leo Wright

Title: Agent/Senior Vice President

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N. East River Road

City: Chicago State: IL Zip: 60656

Phone: 773-444-3474 Fax: 773-639-0064

Email: lwright@fhpaschen.com

### **Account Manager / Sales Lead**

Contact Person: Brian Rozcicha

Title: Senior Project Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 1238 Worthington Woods Blvd.

City: Worthington State: OH Zip: 43085

Phone: 614-934-1994 Fax: \_\_\_\_\_

Email: brozcicha@fhpaschen.com

### **Contract Management (if different than the Sales Lead)**

Contact Person: Same as Account Manager/Sales Lead

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Billing & Reporting/Accounts Payable**

Contact Person: Kenya Banks

Title: Office Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 2010 Corporate Ridge, Suite 400

City: McLean State: VA Zip: 22102

Phone: 703.245.0280 Fax: 703.245.0281

Email: kbanks@fhpaschen.com

**Marketing**

Contact Person: Caitlin Lahey

Title: Assistant Vice President

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N. East River Rd.

City: Chicago State: IL Zip: 60656

Phone: 773-444-3474 Fax: 773-639-0064

Email: clahey@fhpaschen.com





# LEO WRIGHT

## Executive Contact

### EDUCATION

DeVry Institute of Technology,  
Telecommunication  
Management

### CERTIFICATIONS

- OSHA 30 Hour, 510
- Certified Job Order Contracting Professional, (CJP)
- USACE Construction Quality Management for Contractors, (CQM)
- First Aid, CPR, and AED

### MEMBERSHIPS

- Choose DuPage, Board Member
- Center For JOC Excellence, Member Committee Chair

**41** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

Leo has 41 years of construction industry experience including 26 years with F.H. Paschen. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager, and finally Senior Vice President. Leo is responsible for overseeing the Ohio, Michigan, Illinois, Virginia, Georgia, Florida, and Texas JOC Departments. These departments are made up of over 90 JOC professionals including Project Managers, Superintendents, and Engineers.

### REPRESENTATIVE PROJECT EXPERIENCE

#### City of Naperville JOC

F.H. Paschen completed an ezIQC job order contract with the City of Naperville that began in June 2011 and ran through December 2020. This contract was available to all public entities statewide and was designed for facility repairs and alteration construction services. F.H. Paschen completed 369 work orders which ranged in value from \$3,000 to over \$1 million and totaled \$29,408,952. Projects were site specific, ranging from building renovations to site improvements.

Sample work orders include:

- Buffalo Grove Police Station Break Room & Interview Room | \$78,797
- Centre of Elgin Pool Repairs | \$1 million
- Downers Grove Commuter Station Rehabilitation | \$224,981

#### United States Postal Services JOC | National Program

F.H. Paschen currently holds 33 active USPS JOC/IDIQ contracts with a value completed to date totaling over \$80 million. Contracts exist in Ohio, Illinois, Indiana, Michigan, Minnesota, Florida, New York, Virginia, Texas, Tennessee, Pennsylvania, North Dakota, among others. Work orders typically consist of renovation and repair projects in existing and occupied postal facilities.

#### Chicago Public Schools JOC Capital Improvement Plan

The CPS contract was awarded to F.H. Paschen in 2009. The contract ran from December 2009 to January 2015 and had 134 task orders for various project types, including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5.9 million, with a total value of over \$59 million.

#### State of Georgia ezIQC

The State of Georgia ezIQC® job order contract started in October 2011 and ran through October 2015. The contract performance conditions included on call facility repairs and alterations construction services. In total, F.H. Paschen completed 213 purchase orders which ranged in values from \$3,000 to \$1 million. This contract was available to all public entities statewide and had no maximum dollar value. Projects were site-specific, ranging from building renovations to site improvements.



# BRIAN ROZCICHA

## Account Manager/Sales/Contract Management

### EDUCATION

University of California - Santa Barbara, B.A., History of Public Policy

Western Washington University, Masters Coursework, Secondary Education

### CERTIFICATIONS

- USACE-Construction Quality Management for Contractors (CQM)
- 10 HR OSHA
- 30 HR OSHA
- CPR / First Aid Training
- Certified installer of ARXX Insulated Concrete Form (ICF Product)
- Certified Erosion and Sediment Control Lead

**28** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

Brian has 28 years of multi-state construction industry experience including ten years with F.H. Paschen. His experience ranges from the performance of carpentry trade work to supervising and managing the acquisition, scheduling and performance of crews and subcontractors on commercial projects involving both civil and building construction. Brian has managed hundreds of work orders for JOC/IDIQ contracts for clients including USPS and Sourcewell. He excels at overseeing the project and associated staff, cost reports, and Owner communication.

### REPRESENTATIVE PROJECT EXPERIENCE

#### Sourcewell | National Joint Powers Alliance-IQC State of Ohio (5 Zones)

The Ohio ezIQC contract started January 2012 and ran until January 2015. Work orders range from under \$3,000 to over \$500,000, with 161 issued totaling \$5.1 million. Sample Work orders include:

- Fire Marshall Perimeter Fence | \$237,000
- DNR Facility Renovations | \$75,000
- Dept. of Agriculture Interior Renovations | \$200,000
- K-Barrier Installation at the Bricker Federal Building | \$500,000

#### Sourcewell | Central Ohio IQC

This Job Order Contract began in February 2015 and was completed in February 2018. 64 work orders were completed totaling over \$4 million. The scope of work included repairs, maintenance, and service requests throughout Central Ohio. Sample work orders include:

- Willmington Roof | \$74, 557
- Window Replacement | \$388,1435

#### USPS | JOC Northern OH

This Job Order Contract began in May 2015 and was completed in May 2021. 28 work orders were completed totaling \$4.6 million. The scope of work included building renovations, paving, concrete, and ADA upgrades.

#### USPS | Metroplex CCTV Upgrades | Pontiac, MI | \$2.1 million

This lump sum project consisted of closed-circuit television upgrades including replacing 157 cameras and cable infrastructure.

#### Sourcewell | Greater Detroit Michigan Area IQCC

This Job Order Contract began in April 2017 and continues through May 2023. To date, two work orders have been issued totaling over \$3 million. The scope of work includes repairs, maintenance, and service requests throughout Greater Detroit. Sample work orders include:

- Nankin Mills Museum Restoration | Detroit, MI | \$2.6 million
- Renovate 3 Wayne County Parks | \$839,825



# KENYA BANKS

## Billing & Reporting/Accounts Payable

### PROFESSIONAL EXPERIENCE

*Kenya has been with F.H. Paschen for 20 years and has held roles from Accounting Clerk to Administrative Assistant before being promoted to her current role as Senior Office Manager. She is responsible for all contract administration for both JOC contracts and lump sum projects in Ohio, Michigan, Georgia, Washington D.C., Florida, Maryland, Wisconsin, Illinois, Indiana, Tennessee, Virginia, and West Virginia.*

### LICENSES/ CERTIFICATIONS

- 30 HR OSHA (510)
- Contract Compliance Administrator Certificate from Morgan State University

### RESPONSIBILITIES

- Contract Administrator - Responsible for complete JOC contract administration including handling all receivables and payables for work orders in various states and federal agencies including the following:
  - Tyndall Air Force Base SABER
  - Submarine Base, Kings Bay JOC
  - Alexandria City Public Schools JOC
  - Loudoun County VA JOC
  - Fairfax County VA JOC
  - USPS National JOC
- Train and assist staff in all company procedures regarding subcontracts, software, insurance, invoicing, and payments

**20** YEARS OF  
EXPERIENCE



# CAITLIN LAHEY

## Marketing

### PROFESSIONAL EXPERIENCE

*Caitlin has nine years of construction industry experience including six years with F.H. Paschen. She joined the Company as a Project Engineer and was promoted to Project Engineer II, Assistant Project Manager, Director of College Recruiting, and finally Assistant Vice President. As Assistant Vice President, Caitlin identifies, develops, and maintains relationships with current and new potential JOC clients.*

*Caitlin frequently represents F.H. Paschen at events and meeting for the Illinois Association of School Board Officials (IASBO), Federation of Women Contractors (FEC), the University of Illinois Chicago Civil Engineering Professional Advisory Council (UIC CEPAC), and the Hispanic American Construction Industry Association (HACIA).*

### RESPONSIBILITIES

- Set up and engage in face-to-face meetings with clients and prospective clients
- Organize and attend industry trade shows and outreach events
- Create, maintain, and update JOC marketing materials
- Maintain client list, potential opportunities, and industry trends
- Provide support for JOC meetings
- Attend meetings to support regional offices with JOC opportunities

### EDUCATION

University of Illinois at Chicago,  
B.S., Civil Engineering.

### CERTIFICATIONS

- Traffic Control Technician
- 30 HR OSHA
- USACE Construction Quality Management for Contractors

**9** YEARS OF  
EXPERIENCE

## 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: [See attached.](#)

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

### Questions:

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

Cooperative/GPO Name	Contract Number
National Cooperative Purchasing Alliance	RFP#05-15
The Intentional Purchasing System	211001
Sourcewell - Greater Detroit	#MI-DET-GC-B-050118-FHP
Equalis Group	COG-2118B, COG-2131H
Purchasing Cooperative of America	OD-303-20
Texas BuyBoard Purchasing Cooperative	581-19
Choice Partners	No. 23/016MR-15

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. [See attached.](#)
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. [See attached.](#)

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

5. Felony Conviction Notice – Please check applicable box:

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

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

# REFERENCES

## Reference 1

**Entity Name:** Wayne County Parks  
**Contact Name and Title:** John Gundry - General Manager  
**City and State:** Westland, MI  
**Phone Number:** 517-285-0902  
**Years Serviced:** 3  
**Description of Services:** Comfort station and Nankin Mills renovation & repair work  
**Annual Volume:** \$1M per year

## Reference 2

**Entity Name:** United States Post Office  
**Contact Name and Title:** Jewanna Ibrahim - Project Manager  
**City and State:** Washington, DC  
**Phone Number:** 336-897-4361  
**Years Serviced:** 5  
**Description of Services:** Renovation & repair work for US postal facilities  
**Annual Volume:** \$1,000,000

## Reference 3

**Entity Name:** United States Post Office  
**Contact Name and Title:** Douglas Mikec - Project Manager  
**City and State:** Warrendale, PA  
**Phone Number:** 724-470-4330  
**Years Serviced:** 1  
**Description of Services:** Renovation & repair work for US postal facilities  
**Annual Volume:** \$500,000

## Reference 4

**Entity Name:** United States Post Office  
**Contact Name and Title:** Linda Kimpel-Blais - Project Manager  
**City and State:** Duluth, GA  
**Phone Number:** 678-442-6040  
**Years Serviced:** 4  
**Description of Services:** Renovation & repair work for US postal facilities  
**Annual Volume:** \$500,000

## Reference 5

**Entity Name:** United States Post Office  
**Contact Name and Title:** Steve Scarano - Facilities Environmental Specialist  
**City and State:** West Columbia, SC  
**Phone Number:** 803-486-1126  
**Years Serviced:** 5  
**Description of Services:** Renovation & repair work for US postal facilities  
**Annual Volume:** \$500,000

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC, an Illinois Limited Liability Company, Registration Number 1894416, was registered in the State of Ohio on November 9, 2009, is currently authorized to transact business in this state.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 23rd day of February, A.D. 2023.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

**Ohio Secretary of State**

**Validation Number: 202305405060**



# QUESTIONS

### **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.**

F.H. Paschen was awarded our first JOC contract with the USPS over 30 years ago and have since perfected this delivery method. We are one of the largest and most successful job order contractors in the country operating a department with over 90 professionals solely dedicated to JOC. The JOC department maintains a steady increase in volume because of our commitment to providing quality work on time and under budget. F.H. Paschen works with public and private clients in industry sectors which include aviation, transit, education, healthcare, recreation, and roads/bridges. Currently, we manage over 95 active JOC contracts in 23 states for federal, state, and local governments, totaling over \$1.5 billion worth of work. We have ongoing Job Order Contracts with the United States Postal Service, Sourcewell - Ohio, City of Aurora, City of Atlanta, and more.

See attached past 5 years JOC report.

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

F.H. Paschen, S.N. Nielsen & Associates LLC (F.H. Paschen) is a large general contractor that has encountered claims, litigation and other proceedings in the ordinary course of business that have no impact on F.H. Paschen's financial position or ability to perform the work contemplated by the Owner.

F.H. Paschen's construction claims are typically mechanics lien cases, arising from payment-related disputes, to which F.H. Paschen has defenses and counterclaims. There are also personal injury suits and property damage cases pending that are adequately covered by insurance and are being defended by counsel approved by F.H. Paschen's insurers. F.H. Paschen provides defense and indemnification to project owners. F.H. Paschen has no outstanding judgments.

F.H. Paschen has encountered liquidated damages on a very limited scale. Any liquidated damage amounts have resulted from unintentional shortfalls in achieving contractual participation goals. F.H. Paschen remains a strong advocate for the communities it serves and prides itself on the levels of participation it provides. F.H. Paschen has not been assessed any consequential or special damages from any owner.

Further information is available upon request.

# JOC EXPERIENCE

Owner / Project / Location	Value	Completion Date
<b>Loudoun County</b> Loudoun County Stormwater JOC VA	\$1,569,197	6/1/2022
<b>United States Postal Service (USPS)</b> USPS State of Wisconsin WI	\$1,120,481	4/1/2022
<b>USPS Western Facilities CMT</b> USPS North & South Carolina JOC NC	\$1,853,233	4/1/2022
<b>USPS Headquarters Facility Services</b> USPS IDIQ JOC Washington, D.C. Washington, DC	\$1,631,509	2/1/2022
<b>Fairfax County Water Authority</b> Fairfax County Water Authority JOC VA	\$175,714	1/1/2022
<b>St. Mary's County Public Schools</b> St. Mary's County Public Schools JOC MD	\$150,000	11/1/2021
<b>Loudoun County</b> Loudoun County General Construction JOC VA	\$4,080,870	9/1/2021
<b>University of Illinois at Urbana-Champaign</b> UIUC FY18 JOC Bid Urbana-Champaign, IL	\$1,061,063	7/1/2021
<b>USPS Eastern Facilities Service Office</b> JOC Northern OH Northern OH, OH	\$4,137,408	5/1/2021
<b>USPS Southeast Facilities Service Office</b> USPS JOC North Florida Northern FL, FL	\$708,631	5/1/2021
<b>Chicago Transit Authority</b> CTA Mid-Level Construction Services JOC Chicago, IL	\$5,319,993	12/1/2020
<b>Arlington County Government</b> Arlington County General Construction JOC Arlington, VA	\$731,178	5/31/2020
<b>Chicago Department of Transportation</b> CDOT JOC 2013-Rehab of Flatwork/Sitework IL	\$20,021,002	3/1/2020

# JOC EXPERIENCE

Owner / Project / Location	Value	Completion Date
<b>City of Naperville Public Works</b> Naperville JOC Naperville, IL	\$28,143,102	12/1/2019
<b>Loudoun County</b> Loudoun County Paving JOC VA	\$2,434,381	11/1/2019
<b>Arlington County Government</b> NOVA (I95 Corridor) General Constuction JOC VA	\$2,713,598	10/19/2019
<b>Loudoun County</b> Loudoun County Stormwater JOC VA	\$3,697,775	8/21/2019
<b>Sourcewell</b> State of Georgia IQCC - 2015	\$37,691,979	7/2/2019
<b>Prince George's County Public Schools</b> PGCPS Mechanical JOC MD	\$180,160	3/1/2019
<b>USPS Great Lakes Facilities Service Office</b> JOC State of Indiana Multiple, IN	\$2,863,917	1/1/2019
<b>Loudoun County</b> JOC for General Construction Work Loudoun County, VA	\$1,396,552	10/1/2018
<b>Loudoun County</b> JOC for Maintenance & Repair of Mechanical Infrastructure Leesburg, VA	\$793,467	8/1/2018
<b>Chicago Department of Assets, Information and Services</b> Chicago Department of Water Management JOC Chicago, IL	\$20,273,069	7/1/2018
<b>USPS Great Lakes Facilities Service Office</b> Chicago & Northern IL Repairs and Alterations IL	\$6,185,710	6/1/2018
<b>University of Illinois - Chicago</b> UIC FY12 JOC Chicago, IL	\$4,879,442	6/1/2018
<b>Alexandria City Public Schools</b> Alexandria City Public Schools JOC VA	\$1,671,238	3/28/2018

## 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: \_\_\_\_\_

James V. Blair, Agent/CEO F.H. Paschen, S.N. Nielsen & Associates LLC

City/State/Zip: \_\_\_\_\_

5515 N. East River Road

Chicago, IL 60656

Telephone No.: \_\_\_\_\_

773-444-3474

If a partnership, names and addresses of partners:

James V. Blair | 5515 N. East River Road, Chicago, IL 60656

Charles Freiheit | 5515 N. East River Road, Chicago, IL 60656

James Habschmidt | 5515 N. East River Road, Chicago, IL 60656

Roland Schneider | 5515 N. East River Road, Chicago, IL 60656

### **Notarized**

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2023

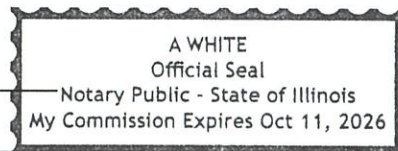
Notary Public in and for the County of Cook

State of Illinois

My commission expires: 10/11/26

Signature: \_\_\_\_\_

*[Signature]*





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

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

### **1. *Supplier Partner Violation or Breach of Contract Terms***

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

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

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

Does Bidder agree?                     *AK*                      
(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 ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree?   
(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. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree?   
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

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



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

### 5. *Contract Work Hours and Safety Standards Act*

Does Bidder agree? \_\_\_\_\_  
(Initials of Authorized Representative)

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.

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Does Bidder agree?                       
(Initials of Authorized Representative)

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

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

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

Does Bidder agree?                       
(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.

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


Does Bidder agree?                       
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not



used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree?   
(Initials of Authorized Representative)


#### **10. *Procurement of Recovered Materials***

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

Does Bidder agree?   
(Initials of Authorized Representative)

#### **11. *Profit as a Separate Element of Price***

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

Does Bidder agree?   
(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 Bidder agree?                       
(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?                       
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**

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

Does Bidder agree?                       
(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? AB  
(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: James V. Blair

Printed Name: James V. Blair  
Company Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
Mailing Address: 5515 N. East River Road, Chicago, IL 60656  
Job Title: Agent/CEO

## BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

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



UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC, an Illinois Limited Liability Company, Registration Number 1894416, was registered in the State of Ohio on November 9, 2009, is currently authorized to transact business in this state.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 23rd day of February, A.D. 2023.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202305405060

## 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: F.H. Paschen, S.N. Nielsen & Associates LLC

Title of Authorized Representative: Agent/CEO

Mailing Address: 5515 N. East River Road, Chicago, IL 60656

Signature: 

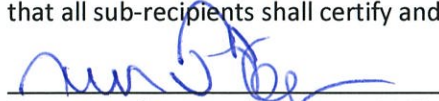
James V. Blair

## 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 James V. Blair, Agent/CEO

3/28/23

Date

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### 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 James V. Blair, Agent/CEO

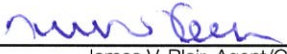
3/28/23

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),  
James V. Blair, Agent/CEO  
hereby certify and affirm that F.H. Paschen, S.N. Nielsen & Associates LLC (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**

I,  (insert signature of representative of authorized representative),  
James V. Blair, Agent/CEO  
hereby certify and affirm that F.H. Paschen, S.N. Nielsen & Associates LLC (insert company name), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:


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

**AND**

I,  (insert signature of representative of authorized representative),  
James V. Blair, Agent/CEO  
hereby certify and affirm that F.H. Paschen, S.N. Nielsen & Associates LLC (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),  
James V. Blair, Agent/CEO  
hereby certify and affirm that F.H. Paschen, S.N. Nielsen & Associates LLC (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.

## BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

### **16. 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.

### **17. 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:

3/38/23

James V. Blair, Agent/CEO

## 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

### **1. *Mandatory Contract Performance Disclosure.***

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

Provide statement here. N/A

### **2. *Mandatory Disclosure of Governmental Investigations.***

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


Provide statement here.

A review of 5 years of records does not reveal any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to our company's performance of services similar to those described in this RFP. Further information available upon request.

## 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	F.H. Paschen, S.N. Nielsen & Associates LLC
Address	5515 N. East River Road
City/State/Zip	Chicago, IL 60656
Phone Number	773-444-3474
Email Address	jblair@fhpaschen.com
Printed Name	James V. Blair
Job Title	Agent/CEO
Authorized Signature	

### Initial Term of the Master Agreement

Contract Effective Date:	June 1, 2023
Contract Expiration Date:	May 31, 2025
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:	Franklyn A. Corlett
As:	CCOG Board President
Date:	

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