

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-PC3-B

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(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-2146-MH3-C

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(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.

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-MH3-B

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-MH3-D

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-MH3-A

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-MH3-E

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-PC3-A

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-MH3-F

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-PC3-C

CONTRACTOR NAME: John W. Danforth Company

GEOGRAPHIC AREA: Region #3

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	.	1	8	6	8
---	---	---	---	---	---

(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	.	3	3	6	4
---	---	---	---	---	---

(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	.	1	8	6	8
---	---	---	---	---	---

(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	6	4
---	---	---	---	---	---

(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	5	0	0
---	---	---	---	---	---

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

1	.	2	1	3	1
---	---	---	---	---	---

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- **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-2146-MH3-B

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
Line 10.	Multiply Line 5 by .10	<u>0.1150</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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-2146-PC3-C

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
Line 10.	Multiply Line 5 by .10	<u>0.1150</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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-2146-MH3-A

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
Line 10.	Multiply Line 5 by .10	<u>0.1150</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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-2146-MH3-C

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
Line 10.	Multiply Line 5 by .10	<u>0.1150</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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-2146-PC3-A

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
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Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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-2146-MH3-E

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
Line 10.	Multiply Line 5 by .10	<u>0.1150</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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).

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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-2146-MH3-F

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
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Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
Line 10.	Multiply Line 5 by .10	<u>0.1150</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2131</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).

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-PC3-B

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-MH3-D

CONTRACTOR NAME: John W. Danforth

GEOGRAPHICAL REGION: Region #3

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>1.1868</u>
Line 2.	Multiply Line 1 by .50	<u>0.3560</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3364</u>
Line 4.	Multiply Line 3 by .10	<u>0.1336</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1868</u>
Line 6.	Multiply Line 5 by .20	<u>0.3560</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3364</u>
Line 8.	Multiply Line 7 by .10	<u>0.1336</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1500</u>
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BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

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

John W. Danforth Company

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

16-0401910

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

Corporate Address: 300 Colvin Woods Parkway
Tonawanda, NY 14150

Remittance Address: 300 Colvin Woods Parkway
Tonawanda, NY 14150

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

Name: Jason Strickle

Title: Vice President & General Manager

Office Phone #: 614-908-3350

Cell Phone #: 937-238-5189

Email: jstrickle@jwdanforth.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: Wendy Glauber

Title: VP Corporate Counsel & HR Director

Office Phone #: (716) 832-1940

Cell Phone #: (716) 475-0971

Email: wglauber@jwdanforth.com

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

John W. Danforth was established in 1884 near Buffalo, NY. The company has grown over the last 139 years to near \$300 million in annual revenue with nearly 1000 employees across the states of New York and Ohio.

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

John W. Danforth has averaged \$283MM over the last 3 years annually.

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

JWD has averaged nearly \$80MM in the public sector over the last 3 years.

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

Danforth's strategy to increase market share in the public sector will include the targeted and comprehensive approach to competitive pricing through leveraged buyouts of commodities and the use of various competitive labor approaches.

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

John W. Danforth offers a wealth of knowledge, skill, and commitment to excellence to provide a first-class product with a target value approach that results in a completed goal to the customer.

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.

2022 OSHA RIR 2.23

2022 LTIR 0.32

2022 EMR 0.72

2022 EM 0.83

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: _____



May 1st, 2022

Re: John W. Danforth Company
300 Colvin Woods Parkway
Tonawanda, New York 14150

To the City of Columbus, Ohio:

The John W. Danforth Company is currently bonded with the Fidelity and Deposit Company of Maryland and has had a surety relationship with them for over thirty years.

At the present time the John W. Danforth Company has a single project bonding capacity of \$80 Million, an aggregate bonding capacity of \$240 Million, with the amount available being \$90 Million.

Zurich North America Surety

P.O. Box 635
Penfield, NY 14526

Phone: 1-716-362-7358

E-mail: skeenanan@walshduffield.com

As always, the Fidelity and Deposit Company of Maryland reserves the right to perform normal underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability if for any reason we do not execute such bonds.

The Fidelity and Deposit Company of Maryland is listed on the U.S. Treasury Department's Listing of Approved Sureties (2015 Department Circular 570) and is rated A+, Financial Size Category XV (over \$2 Billion) by A.M. Best Company.

Sincerely,

Fidelity and Deposit Company of Maryland

Sean P. Keenan
Attorney-in-fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward F. WALSH, Jr., Patrick J. QUINN, John N. WALSH, III, Michael K. WALSH, Beverly A. ZOLNOWSKI, Sean P. KEENAN and Patricia A. STEGER**, all of Buffalo, New York, , its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of July, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 5th day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact, The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of May, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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: Jason P. Rudich
Title: Executive Vice President of Preconstruction
Company: John W. Danforth Company
Address: 300 Colvin Woods Parkway
City: Tonawanda State: NY Zip: 14150
Phone: (716) 832-1940 Fax: (716) 832-2388
Email: jrudich@jwdanforth.com

Account Manager / Sales Lead

Contact Person: Jason Strickle
Title: Vice President and General Manager
Company: John W. Danforth Company
Address: 5532 Shier Rings Road
City: Dublin State: OH Zip: 43016
Phone: (937) 238-5189 Fax: (716) 832-2388
Email: jstrickle@jwdanforth.com

Contract Management (if different than the Sales Lead)

Contact Person: Wendy Glauber
Title: VP Corporate Counsel & HR Director
Company: John W. Danforth Company
Address: 300 Colvin Woods Parkway
City: Tonawanda State: NY Zip: 14150
Phone: (716) 832-1940 Fax: (716) 832-2388
Email: wglauber@jwdanforth.com

Billing & Reporting/Accounts Payable

Contact Person: Tammy Rodriguez

Title: Accounts Payable Manager

Company: John W. Danforth Company

Address: 300 Colvin Woods Parkway

City: Tonawanda State: NY Zip: 14150

Phone: (716) 832-1940 Fax: (716) 832-2388

Email: trodriguez@jwdanforth.com

Marketing

Contact Person: Christina Kramarz

Title: Marketing Manager

Company: John W. Danforth Company

Address: 300 Colvin Woods Parkway

City: Tonawanda State: NY Zip: 14150

Phone: (716) 832-1940 Fax: (716) 832-2388

Email: ckramarz@jwdanforth.com

BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

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

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

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
Town of Greece Gordian JOC's	JOC-2021-HVAC/Plumbing

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.

Please 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. **Please see attached.**

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

5. Felony Conviction Notice – Please check applicable box:

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

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

Syracuse Regional Airport Authority Terminal Building Improvements Phase III



Project Highlights

Danforth's Role

Mechanical Contractor

- Insulation
- Controls
- Chemical Treatment
- Duct Cleaning
- Rigging

Subcontractors

Postler & Jaeckle Corp.: Plumbing

PASCO: Controls

Atlantic Contracting: Insulation

JPC Company: Duct Cleaning

M&S Fire Protection: Fire Protection

Rig All: Rigging

Contract Value

Base Contract: \$3,700,000

Contract to Date: \$4,010,775

Project Contact

Syracuse Regional Airport Authority
(SRAA)

Brian Dorman

315.455.3623

dormanb@syrairport.org

Project Schedule

Awarded: Feb. 2, 2018

Started: Feb. 5, 2018

Substantial Completion: Oct. 31, 2018

Closeout: Feb. 2019

The Syracuse Regional Airport Authority (SRAA) selected Danforth to perform a wide range of work at their airport facility.

Solution Scope for Our Client

Danforth was charged with demolishing the center of the airport to build a new crawl space area and bathroom facility in addition to adding (6) rooftop units using (3) crane picks. Chase ductwork, piping and fire dampers were completed from the crawlspace to the second floor at the same time the rooftop installation was taking place. Restrooms, ductwork and piping in the center of the airport were completed early on in the project while the underground blue duct was being installed. Danforth pre-fabricated the materials for the Gang Bathroom installation and brought them in on rollers to save a lot of time.

Overall, the project involved (6) Air Handling Units, (1) VAV, (1) Reheat Coil, (5) Cabinet Unit Heaters, GRD's, Sheet metal/ductwork, Blue Duct, piping (copper, carbon steel, cast iron), restroom sinks, (14) toilets, (5) urinals, (13) lavs, floor drains, (1) mop basin, (1) drinking fountain, (1) AHU Motor, (2) Big Ass Fans, (1) Point of Use Water Heater, Fin Tube Cover, mixing valves, auto balancing valves, control valves, fire dampers, volume dampers and VFD's.

The Danforth Difference

Danforth was able to successfully install Blue Duct which was the first time it had been installed in that area. To ensure the successful installation, Danforth had the vendor visit the site multiple times to train workers and run tests. The duct had to be cut into smaller pieces to allow access to certain areas of the crawlspace. Taking extra precautions allowed Danforth to install the Blue Duct safely. Danforth was able to keep to the client's schedule and cause little disruption to the public which had access to the surrounding area the entire time.

Monroe County Energy Performance Contract – Chiller Replacement



Project Highlights

Customer Name

Monroe County Civic Center

Project Name

Monroe County EPC Chiller Replacement

Danforth's Role

ESCO & Mechanical Contractor

Total Contract Value

Chiller: \$4.6M

EPC: \$13.3M

Project Contact

Don Irvine

585.753.7503

Energy Savings -Chiller

Kw: 140.7 kWh 490,535

Cost Savings - Chiller

Implementation Price

\$4.6M

Energy Savings

\$33,904

Associated Savings

\$10,000

Utility Incentives

\$466,000

Solution Scope for Our Client

Danforth was awarded the Energy Performance Contract for Monroe County which included a chiller replacement inside of their Civic Center. The Civic Center was 1,680,500 sq. ft. and functioned as the County's Municipal Campus and District Cooling Plant.

Focusing on the chiller replacement part of this project, the chilled water plant at the Civic Center consisted of four centrifugal chillers (two Carrier, one Trane and one McQuay) and provided 3,750 tons of cooling to the Civic Center complex and the adjacent Blue Cross Arena. The chillers were a variety of manufacturers and capacities and in varying states of physical condition. Condenser water was pumped directly from a raw water sluice provided by RG&E that was fed by the Genesee River.

The project consisted of replacing two of the four chillers, new condenser water intake screens, renovation of the piping systems, new condenser and chilled water pumps. Our Team installed two Trane Centrifugal Chillers at 1,500 tons each.

Since the plant also served the Blue Cross Arena, which typically held events in the evening, the plant was not large enough for daytime events while serving the Civic Center Campus. The project increased the overall capacity of the plant with advanced optimizations and still reduced the annual energy usage.

The Danforth Difference

A major challenge that our Team had to overcome was the rigging of the equipment that had to be accomplished through a horizontal set of vault doors. Our Team needed to configure a way to get the chillers to their installation spots in a safe and efficient manner. There was limited access on the road and entrance to the parking garage. Additionally, there was a garden up above that had a concrete panel under it which had to be removed for access. The chillers had to be partially disassembled and lowered in at an angle in order to fit through the access. Our Team had a tight time frame to install because the County needed the capacity for the following summer and we were removing the entire piping system and two of the four chillers. Fitting the piping in the space was a challenge, so we had our CAD Team project to model the area and confirm fitment. This also allowed for prefabrication of the piping which saved time throughout the project schedule.



Project:

Satellite Boiler Installation

Owner:

Alfred State College

Contract Value:

Original - \$2,043,000

Actual - \$2,325,000

Project Contact:

Gretchen Persbacker

Gretchen.persbacker@suny.edu

Danforth's Role:

Mechanical Contractor

Schedule:

Award – April 2015

Original – May 2015

Actual – October 2015

Danforth was awarded the mechanical contract for the satellite boiler installation project. The Project Team served as the first line of communication with the customer and managed all facets of the project including the electrical, general construction and controls subcontractors.

The Danforth Team performed all of the associated mechanical and plumbing work for the project. The Team demolished the existing hot water system in three buildings on campus. Satellite boilers and water heaters were used to replace the existing systems. Danforth installed new Lochnivar and Bryan boilers to increase the efficiency and practicality of the hot water system.

Danforth overcame several challenges to complete the project on time and within budget. The Danforth Team maintained utility service to the existing boilers and water pumps while renovations were taking place to ensure that school activities were not interrupted. Precise planning was crucial to the success of the project.



Project:

Livingston County Jail

Danforth was awarded the new build and renovation of the Livingston County Jail located in Geneseo, New York.

Owner:

Livingston County

Danforth was assigned the task of bringing energy efficiency to the new and existing facilities. To do this, the project was split into two phases. The first phase of the project included the new build of a five story addition to the existing jail. The new addition holds a new kitchen, classroom, dormitory style housing, as well as four housing pods. Danforth installed new air handling units, split system air conditioners, heat pumps, and energy recovery units. Phase two of the project involved the renovation of the existing jail facility. The renovations include: a new staff locker room, new central control room, and a new visitation area. The new addition and existing facility is now connected by a newly constructed concrete bridge.

Contract Value:

Original - \$2,588,000

Actual - \$2,756,678

Project Contact:

Dave Allen

(585) 243-7500

Danforth's Role:

Mechanical Contractor

Schedule:

Award - April 2009

Completed - October 2011

Danforth's knowledge and experience in energy conservation made them best suited to help provide solutions to the energy needs of the Livingston County Jail.



Project:

PS #32 Bennett Park
Montessori

Owner:

Buffalo Board of Education

Contract Value:

Original - \$1,766,000
Actual - \$1,766,000

Project Contact:

Bill Mahoney
(716) 855-1200

Danforth's Role:

Mechanical Subcontractor

Schedule:

Completed – August 2008

For the PS #32 Bennett Park Montessori construction project, Danforth was awarded the role of mechanical subcontractor. Danforth performed work on Phase 3 of the energy performance contract with Johnson Controls. The goal was to make the school's boiler system more efficient saving money and reducing energy consumption. Danforth outfitted the facility with new boilers. The boilers were to be put into several newly renovated boiler rooms situated around the school which Danforth also did work on. The boilers provide the building with necessary heating provisions as well as hot water in the restrooms and kitchen.

PS #32 welcomes students from the age of 3 to 8 years who are intermingled to create a multi-age learning atmosphere. The Danforth team provided the students and faculty with a comfortable learning environment to excel in. Danforth's commitment to quality and dedication to providing solutions for the Buffalo Board of Education enabled the project to be completed promptly and professionally.

March 24, 2023

John W. Danforth
Job Order Contracting Experience

Danforth has held and currently holds several Job Order Contracting contracts in Upstate NY. From mid-2016 through mid-2018 Danforth held the JOC's contracts for HVAC in region 3A and Plumbing in Regions 3A and 5 in Upstate NY for the Dormitory Authority of the State of New York, which covered part of Central NY and part of Eastern NY.

Also from January of 2017 through 2018 Danforth held the JOC's contract's for HVAC in regions 3, 4, 7 and 8 in Upstate New York for the New York Office of General Services, which covered Western NY, part of Central NY and part of Eastern NY. Additionally, Danforth has held the vast majority of the Town of Greece JOC's contract from April of 2017. From April of 2017 Danforth held regions 5 through 17 for HVAC and regions 4 through 15 and region 17 for Plumbing in Upstate NY. From April 2019 through April 2021 Danforth held the following Town of Greece JOC's contracts. For HVAC regions 10 through 17 and for Plumbing regions 6, 7, 10 through 15 and 17.

Currently Danforth holds the following regions for the Town of Greece JOC's contract, for HVAC regions 4 through 10 and regions 14 through 17. For plumbing Danforth holds regions 6 through 10 and regions 14 through 17.

All of these contracts are using the Gordian platform. Danforth also holds several contracts with the New York Power Authority (NYPA) that are also cooperative purchasing contracts. Specifically, the NYPA IC (Installing Contractor) Contract and the Trades On Call Contract, which are in effect through 2024.

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: 
John W. Danforth Company, Alex Grant, Vice President Operations

City/State/Zip: 5532 Shier Rings Road
Dublin, Ohio 43016

Telephone No.: (614) 908-3350

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this 24th day of March, 2023

Notary Public in and for the County of Franklin

State of Ohio

My commission expires: 12-20-2026

Signature: 



Kristy Ann Pearce
Notary Public, State of Ohio
My Commission Expires 12-20-2026

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? AG 
(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? AG 
(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? AG 
(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.

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

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

Does Bidder agree? AG 
(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

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

Does Bidder agree? AG 
(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.

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

Does Bidder agree? AG 
(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? AG 

(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? AG 
(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? AG 
(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? AG 
(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? AG 
(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? AG 
(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? AG 
(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? AG 
(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? AG 
(Initials of Authorized Representative)

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

Authorized
signature:



Printed Name:	<u>Alex Grant</u>
Company Name:	<u>John W. Danforth</u>
Mailing Address:	<u>5532 Shier Rings Road, Dublin, OH 43016</u>
Job Title:	<u>Vice President of Operations</u>



**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine
Sheryl Maxfield

JASON W STRICKLE
56 E Washington St
Jamestown, OH 45335-1653

Mike DeWine Governor	Plumbing CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 49575	Expiration Date: 10/25/2023	
JASON W STRICKLE JOHN W DANFORTH COMPANY EMPLOYEE		
 Carol A. Ross Board Secretary		 William Koester Administrative Chairperson

This is **YOUR** license. Plan Approvals obtained with **YOUR** license and posting of **YOUR** license indicates that **YOU** and **YOUR** liability insurance are assuming all responsibility for any projects performed under this license.

Mike DeWine Governor	Sheryl Maxfield Director
Plumbing CONTRACTOR'S LICENSE JASON W STRICKLE JOHN W DANFORTH COMPANY EMPLOYEE Ohio License# 49575 Expiration Date: October 25, 2023	
 Carol A. Ross Board Secretary	 William Koester Administrative Chairperson

LICENSE MUST BE POSTED ON JOB SITE

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**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine
Sheryl Maxfield

JASON W STRICKLE
56 E Washington St
Jamestown, OH 45335-1653

Mike DeWine Governor	HVAC CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 49575	Expiration Date: 10/25/2023	
JASON W STRICKLE JOHN W DANFORTH COMPANY EMPLOYEE		
<i>Carol Ross</i> Carol A. Ross Board Secretary		<i>William Koester</i> William Koester Administrative Chairperson

This is **YOUR** license. Plan Approvals obtained with **YOUR** license and posting of **YOUR** license indicates that **YOU** and **YOUR** liability insurance are assuming all responsibility for any projects performed under this license.

Mike DeWine Governor	Sheryl Maxfield Director
HVAC CONTRACTOR'S LICENSE JASON W STRICKLE JOHN W DANFORTH COMPANY EMPLOYEE	
Ohio License# 49575	
Expiration Date: October 25, 2023	
<i>Carol Ross</i> Carol A. Ross Board Secretary	<i>William Koester</i> William Koester Administrative Chairperson

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Mike DeWine
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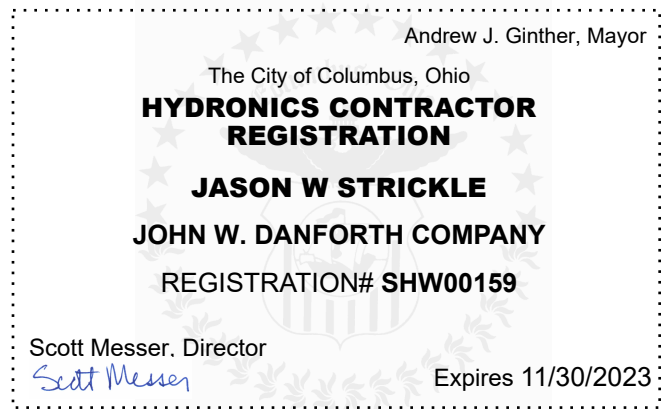
Mike DeWine Governor	Hydronics CONTRACTOR'S LICENSE	Sheryl Maxfield Director
Ohio License # 49575	Expiration Date: 10/25/2023	
JASON W STRICKLE JOHN W DANFORTH COMPANY EMPLOYEE		
<i>Carol Ross</i> Carol A. Ross Board Secretary		<i>William Koester</i> William Koester Administrative Chairperson

This is **YOUR** license. Plan Approvals obtained with **YOUR** license and posting of **YOUR** license indicates that **YOU** and **YOUR** liability insurance are assuming all responsibility for any projects performed under this license.

Mike DeWine Governor	Sheryl Maxfield Director
Hydronics CONTRACTOR'S LICENSE JASON W STRICKLE JOHN W DANFORTH COMPANY EMPLOYEE Ohio License# 49575 Expiration Date: October 25, 2023	
<i>Carol Ross</i> Carol A. Ross Board Secretary	<i>William Koester</i> William Koester Administrative Chairperson

DEPARTMENT OF BUILDING
AND ZONING SERVICES

JASON W STRICKLE
5532 SHIER RINGS ROAD
DUBLIN, OHIO 43016



Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**HYDRONICS CONTRACTOR
REGISTRATION**

JASON W STRICKLE
JOHN W. DANFORTH COMPANY

REGISTRATION # **SHW00159**

EXPIRES **11/30/2023**

By: Scott Messer, Director

Scott Messer

Print Date: 10/12/2022

DEPARTMENT OF BUILDING
AND ZONING SERVICES

JASON W STRICKLE
5532 SHIER RINGS ROAD
DUBLIN, OHIO 43016



Andrew J. Ginther, Mayor

The City of Columbus, Ohio
**PLUMBING CONTRACTOR
REGISTRATION**
JASON W STRICKLE
JOHN W. DANFORTH COMPANY
REGISTRATION # **P00887**
EXPIRES **11/30/2023**

By: Scott Messer, Director

Scott Messer

Print Date: 10/12/2022

DEPARTMENT OF BUILDING
AND ZONING SERVICES

JASON W STRICKLE
5532 SHIER RINGS RD
DUBLIN, OH 43016

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

HEATING CONTRACTOR REGISTRATION

JASON W STRICKLE

JOHN W. DANFORTH COMPANY

REGISTRATION# **H01097**

Scott Messer, Director

Expires 11/30/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**HEATING CONTRACTOR
REGISTRATION**

JASON W STRICKLE

JOHN W. DANFORTH COMPANY

REGISTRATION # **H01097**

EXPIRES **11/30/2023**

By: Scott Messer, Director

Scott Messer

Print Date: 10/14/2022

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: John W. Danforth Company

Title of Authorized Representative: Alex Grant, Vice President of Operations

Mailing Address: 300 Colvin Woods Parkway, Tonawanda, NY 14150

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

3/24/2023

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.



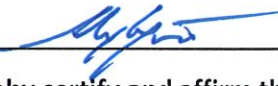
Signature of Respondent

3/24/2023

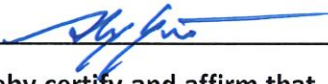
Date

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 John W. Danforth Company (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), hereby certify and affirm that John W. Danforth Company (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:

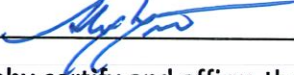
- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination 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), hereby certify and affirm that John W. Danforth Company (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 John W. Danforth Company (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:

3-24-2023

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. John W. Danforth, in Ohio, has not experienced any claims for breach of contract that has resulted in legal action.

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. John W. Danforth, in Ohio, has not been the subject of any adverse regulatory or adverse administrative governmental action with respect to company performance of similar services to those described in this RFP.

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 John W. Danforth Company
Address 5532 Shier Rings Road
City/State/Zip Dublin, Ohio 43016
Phone Number (614) 908-3350
Email Address agrant@jwdanforth.com
Printed Name Alex Grant
Job Title Vice President of Operations

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: _____