

## BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** COG-2146-GC1-A/General Construction

**CONTRACTOR NAME:** Johnson-Laux Construction Ohio

**GEOGRAPHIC AREA:** Region 1

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	.	2	1	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	3	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With  
Administrative Fees:

1	.	1	9	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

4.A Adjustment Factor With Administrative Fees:

1	.	2	1	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With Administrative Fees:

1	.	2	1	0	0
---	---	---	---	---	---

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

1	.	2	1	0	0
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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

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

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

## BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** COG-2146-GC2-A/General Construction

**CONTRACTOR NAME:** Johnson-Laux Construction Ohio

**GEOGRAPHIC AREA:** Region 2

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

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

1.A Adjustment Factor With  
Administrative Fees:

1	.	2	2	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With  
Administrative Fees:

1	.	2	0	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

4.A Adjustment Factor With Administrative Fees:

1	.	2	2	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With Administrative Fees:

1	.	2	2	0	0
---	---	---	---	---	---

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

1	.	2	2	0	0
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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

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

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## BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** COG-2146-GC3-A/General Construction

**CONTRACTOR NAME:** Johnson-Laux Construction Ohio

**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	.	2	3	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	5	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With  
Administrative Fees:

1	.	2	1	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

4.A Adjustment Factor With Administrative Fees:

1	.	2	3	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With Administrative Fees:

1	.	2	3	0	0
---	---	---	---	---	---

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

1	.	2	3	0	0
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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

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

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

# BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** COG-2146-GC4-A/General Construction

**CONTRACTOR NAME:** Johnson-Laux Construction Ohio

**GEOGRAPHIC AREA:** Region 4

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	.	2	1	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	3	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With  
Administrative Fees:

1	.	1	9	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

4.A Adjustment Factor With Administrative Fees:

1	.	2	1	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With Administrative Fees:

1	.	2	1	0	0
---	---	---	---	---	---

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

1	.	2	1	0	0
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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

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

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# BID FORM 1: THE ADJUSTMENT FACTORS

**CONTRACT #/TRADE:** COG-2146-GC5-A/General Construction

**CONTRACTOR NAME:** Johnson-Laux Construction Ohio

**GEOGRAPHIC AREA:** Region 5

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	.	2	1	0	0
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With  
Administrative Fees:

1	.	2	3	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With  
Administrative Fees:

1	.	1	9	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

4.A Adjustment Factor With Administrative Fees:

1	.	2	1	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With Administrative Fees:

1	.	2	1	0	0
---	---	---	---	---	---

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

1	.	2	1	0	0
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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

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

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

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

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

CONTRACT #/TRADE: COG-2146-GC1-A/General Construction

CONTRACTOR NAME: Johnson-Laux Construction Ohio

GEOGRAPHICAL REGION: Region 1

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)	1.2100_____
Line 2.	Multiply Line 1 by .50	0.6050_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.2350_____
Line 4.	Multiply Line 3 by .10	0.1235_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.1950_____
Line 6.	Multiply Line 5 by .20	0.2390_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.2150_____
Line 8.	Multiply Line 7 by .10	0.1215_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.2100_____
Line 10.	Multiply Line 5 by .10	0.1210_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	1.2100_____

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

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

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

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

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

CONTRACT #/TRADE: COG-2146-GC2-A/General Construction

CONTRACTOR NAME: Johnson-Laux Construction Ohio

GEOGRAPHICAL REGION: Region 2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	1.2200_____
Line 2.	Multiply Line 1 by .50	0.6100_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.2450_____
Line 4.	Multiply Line 3 by .10	0.1245_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.2050_____
Line 6.	Multiply Line 5 by .20	0.2410_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.2250_____
Line 8.	Multiply Line 7 by .10	0.1225_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.2200_____
Line 10.	Multiply Line 5 by .10	0.1220_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	1.2200_____

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

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

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

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



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

CONTRACT #/TRADE: COG-2146-GC3-A/General Construction

CONTRACTOR NAME: Johnson-Laux Construction Ohio

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)	1.2300_____
Line 2.	Multiply Line 1 by .50	0.6150_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.2550_____
Line 4.	Multiply Line 3 by .10	0.1255_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.2150_____
Line 6.	Multiply Line 5 by .20	0.2430_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.2350_____
Line 8.	Multiply Line 7 by .10	0.1235_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.2300_____
Line 10.	Multiply Line 5 by .10	0.1230_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	1.2300_____

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

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

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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-GC4-A/General Construction

CONTRACTOR NAME: Johnson-Laux Construction Ohio

GEOGRAPHICAL REGION: Region 4

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)	1.2100_____
Line 2.	Multiply Line 1 by .50	0.6050_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.2350_____
Line 4.	Multiply Line 3 by .10	0.1235_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.1950_____
Line 6.	Multiply Line 5 by .20	0.2390_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.2150_____
Line 8.	Multiply Line 7 by .10	0.1215_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.2100_____
Line 10.	Multiply Line 5 by .10	0.1210_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	1.2100_____

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

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

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

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

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

CONTRACT #/TRADE: COG-2146-GC5-A/General Construction

CONTRACTOR NAME: Johnson-Laux Construction Ohio

GEOGRAPHICAL REGION: Region 5

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)	1.2100_____
Line 2.	Multiply Line 1 by .50	0.6050_____
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	1.2350_____
Line 4.	Multiply Line 3 by .10	0.1235_____
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	1.1950_____
Line 6.	Multiply Line 5 by .20	0.2390_____
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	1.2150_____
Line 8.	Multiply Line 7 by .10	0.1215_____
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	1.2100_____
Line 10.	Multiply Line 5 by .10	0.1210_____
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	1.2100_____

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

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

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

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

## BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

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

Johnson-Laux Construction Ohio, LLC

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

82-1417160

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

*Corporate Address:* Johnson-Laux Construction Ohio, LLC

3800 Whitman Ave

Cleveland, OH 44113

*Remittance Address:* Johnson-Laux Construction Ohio, LLC

3800 Whitman Ave

Cleveland, OH 44113

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

*Name:* Cory Vanlaningham

*Title:* Director of Operations/Partner

*Office Phone #:* (216) 503-0077

*Cell Phone #:* (614) 314-1650

*Email:* cory.v@jlcoho.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: Cory Vanlaningham

Title: Director of Operations/Partner

Office Phone #: (216) 503-0077

Cell Phone #: (614) 314-1650

Email: cory.v@jlcoho.com

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

Johnson-Laux Construction Ohio LLC was established in April of 2017. Primarily operating in the Public Sector, Johnson-Laux has performed a multitude of general contracting and construction management projects ranging in size from \$5k-\$3M.

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

2020: \$6,800,000

2021: \$7,415,000

2022: \$13,615,000

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

2020: \$6,120,000

2021: \$6,673,000

2022: \$12,253,500

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

Johnson-Laux is currently increasing administrative and project management staffing resources in order to allow the current upper management team to focus their efforts and expertise on more business development opportunities in the public sector.

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

Our company and its personnel take ownership of all the work that we do to serve our clients and our community first and foremost. We help our clients by performing construction work no matter how small, and will perform work that is as large as our internal resources and bonding capacity will allow. Clients of ours have a great relationship with all of the personnel they work with at Johnson-Laux Construction and this is why they continue to work with us, growing our business and improving their organizations together.

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.

See attached EMR letter.



March 27, 2023

Amber Kryz  
Johnson-Laux Construction Ohio, LLC  
3800 Whitman Ave  
Cleveland, Ohio 44113

RE: EMR for Policy 80015546

To Whom It May Concern:

As per your request, please be advised on the EMR for Johnson-Laux Construction Ohio, LLC:

Individual 2022 EMR	1.00
Individual 2021 EMR	1.00
Individual 2020 EMR	1.00
Group 2022 EMR	0.47
Group 2021 EMR	0.47
Group 2020 EMR	0.47

The EMR anniversary date occurs annually on July 1. If you have any questions, please feel free to contact me at (614) 932-1512.

Sincerely,

John Yoder  
Sedgwick  
Rate Analyst  
NFIB Division

p. (614) 932-1512  
e. John.Yoder@sedgwick.com

## 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: SBA \_\_\_\_\_
- c. Disabled Veterans Business Enterprise (DVBE)  
Respondent certifies that this firm is an DVBE ☐ Yes ☒ No  
List certifying agency: \_\_\_\_\_
- d. Historically Underutilized Businesses (HUB)  
Respondent certifies that this firm is an HUB ☐ Yes ☒ No  
List certifying agency: \_\_\_\_\_
- e. Historically Underutilized Business Zone Enterprise (HUBZone)  
Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No  
List certifying agency: \_\_\_\_\_
- f. Other  
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No  
List certifying agency: \_\_\_\_\_



## BID FORM 5: BONDING CAPACITY STATEMENT

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

(Insert bonding company statement here)

See attachment for Bonding Capacity Letter



**Scott Liptak, Senior Vice President**  
**Direct 216-643-6993**  
**sliptak@thefedellgroup.com**

March 26, 2023

The Cooperative Council of Governments  
On Behalf of Equalis Group  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Re: Johnson-Laux Construction Ohio, LLC  
Request for Qualifications – Surety Bonding  
Project: ITB# COG-2146 Open Market Job Order Contracting Services (Ohio)

To whom it may concern:

We are the surety for Johnson-Laux Construction Ohio LLC (“JLCO”), and we are pleased to confirm a surety relationship with Merchants Bonding Company (see attached power of attorney evidencing signer’s authority to represent surety). This relationship dates back to early 2017. Founded in 1933, Merchants is the 14<sup>th</sup> largest surety writer in the United States. Merchants has an A.M Best rating of A “Excellent”, and a Treasury Dept Circular 570 “T-list” of \$18,136,000

Merchants Bonding has prequalified JLCO for surety support at \$3 million single project, within an aggregate costs to complete capacity level of \$8 million. We are aware of our client’s interest in performing the above captioned IDIQ contract, and we are supportive of this endeavor, and prepared to issue performance / payment guarantees as required within your bid specifications.

Our consideration and issuance of bonds is a matter solely between Johnson-Laux Construction Ohio LLC and ourselves, and we assume no liability to third parties or to you by issuance of this letter. Should you have any questions, please feel free to contact me.

Sincerely,

R. Scott Liptak  
Attorney-in-Fact  
Merchants Bonding Company

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Daniel A Fedelf; Jill LaBondano; Kevin S Keller; Logan Liptak; Melanie Blankenburg; R Scott Liptak; Sharon Brickman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

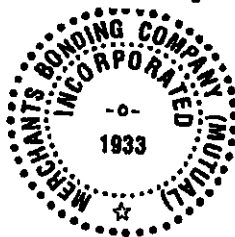
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of November, 2020.



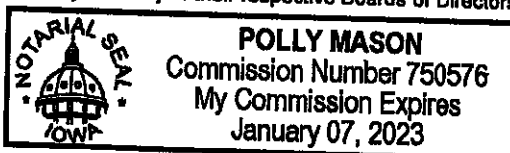
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 9th day of November 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

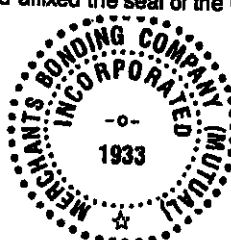


(Expiration of notary's commission  
does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26 day of March 2023



*William Warner Jr.*  
Secretary

## 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: Cory Vanlaningham  
Title: Director of Operations/Partner  
Company: Johnson-Laux Construction Ohio, LLC  
Address: 8425 Pulsar Pl, Ste 130  
City: Columbus State: OH Zip: 43240  
Phone: (614) 314-1650 Fax: \_\_\_\_\_  
Email: cory.v@jlcoho.com

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

Contact Person: Jim Anderson  
Title: Managing Partner  
Company: Johnson-Laux Construction Ohio, LLC  
Address: 3800 Whitman Ave  
City: Cleveland State: OH Zip: 44113  
Phone: (216) 503-0077 Fax: \_\_\_\_\_  
Email: jim.a@jlcoho.com

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

Contact Person: Alex Meros  
Title: Operations Manager - Cleveland  
Company: Johnson-Laux Construction Ohio, LLC  
Address: 3800 Whitman Ave  
City: Cleveland State: OH Zip: 44113  
Phone: (440) 463-6367 Fax: \_\_\_\_\_  
Email: alex.m@jlcoho.com

**Billing & Reporting/Accounts Payable**

Contact Person: Amber Kryz

Title: Office Manager / Accounting

Company: Johnson-Laugh Construction Ohio, LLC

Address: 3800 Whitman Ave

City: Cleveland State: OH Zip: 44113

Phone: (216) 503-0077 Fax:

Email: amber.k@jlcoho.com

**Marketing**

Contact Person: Cory Vanlaningham

Title: Director of Operations/Partner

Company: Johnson-Laugh Construction Ohio, LLC

Address: 8425 Pulsar Pl, Ste 130

City: Columbus State: OH Zip: 43240

Phone: (614) 314-1650 Fax:

Email: cory.v@jlcoho.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:

See attachment for references

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

### Questions:

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

Cooperative/GPO Name	Contract Number
Sourcewell (Facilitated by The Gordian Group)	OHGCAGCOMC-020618-JLC
State of Ohio TPA (Facilitated by CSC)	RFQ 621029-CSCTPAOHIO
Equalis (Facilitated by The Gordian Group)	#COG-2118C

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.

NOT APPLICABLE

3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

See attachment for long form answer.

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

See attachment for long form answer.

5. Felony Conviction Notice – Please check applicable box:

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

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

BID FORM 7: References and Experience Questionnaire

REFERENCE 1:

- a. Jefferson Township
- b. Dion Grener – Township Administrator
- c. Blacklick, Ohio
- d. (614) 304-0128
- e. 2 years
- f. Addition and Interior/Exterior Renovation to the Jefferson Township Fire Station;  
Addition and Interior/Exterior Renovation to the Jefferson Township Administration  
Building
- g. 2022: Fire Station: \$1,400,000; 2022: Admin Building: \$760,000; **2022 Total: \$2,160,000**

REFERENCE 2:

- a. Cuyahoga Metropolitan Housing Authority
- b. Mike Hughes – Director of Maintenance / Sr PM
- c. Cleveland, Ohio
- d. (216) 577-1107
- e. 4 years
- f. In-unit life safety upgrades, infrastructure improvements, equipment refreshes.
- g. 2020: \$110,316; 2021: \$536,040; 2022: \$972,042; 2023: \$272,980

REFERENCE 3:

- a. Medina County Board of Developmental Disabilities
- b. Bobby Richards – Director of Facilities & IT
- c. Medina, Ohio
- d. (330) 725-7751 ext255
- e. 5 years
- f. Renovations, ADA upgrades, equipment refreshes,
- g. 2019: \$88,496; 2020: \$821,985; 2022: \$476,366; 2023: \$319,276

REFERENCE 4:

- a. City of Solon
- b. Bill Drsek – Public Works Commissioner
- c. Solon, Ohio
- d. (440) 248-1155
- e. 2 years
- f. Renovations
- g. 2022: \$39,118; 2023: \$173,073

REFERENCE 5:

- a. Truro Township
- b. Jason Nicodemus – Township Administrator
- c. Reynoldsburg, Ohio



- d. (614) 866-1317
- e. 1 Year
- f. Design for a proposed Maintenance Building
- g. 2022: \$120,000; Proposed building construction to start in 2023, valued at \$950,000

BID FORM 7: References and Experience Questionnaire

3. Our experience with Job Order Contracting is extensive. We've been working with The Gordian Group through two major organizational channels to perform JOC work, one being Equalis, and the other being Sourcewell. Our business in the JOC space continues to grow as we work with clients who increase their own JOC work volume with us such as the city of Solon and Jefferson Township.

4. Our company has NOT been through any litigation, nor have we declared bankruptcy, or have we ever reorganized.

## 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: Cory Vanlaningham - Johnson-Laux Construction Ohio, LLC

City/State/Zip: 3800 Whitman Ave  
Cleveland, OH 44113

Telephone No.: (216) 503-0077

If a partnership, names and addresses of partners:

Cory Vanlaningham - 8425 Pulsar Pl, Ste. 130, Columbus, OH 43240

Jim Anderson - 3800 Whitman Ave., Cleveland, OH 44113

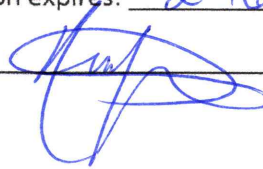
**Notarized**

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

Notary Public in and for the County of Franklin

State of Ohio

My commission expires: 2-16-26

Signature: 



## BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

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

All 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? CV  
Click or type to enter text.  
(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? Click or tap <sup>CV</sup> to enter text.  
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. 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? Click or tap <sup>CV</sup> to enter text.  
(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](http://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? Click or tap <sup>CV</sup> to enter text.  
(Initials of Authorized Representative)

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

Where applicable, for all participating agency contracts or purchases in excess of 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? Click or tap <sup>CV</sup> to enter text.  
(Initials of Authorized Representative)

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

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

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

Does Bidder agree? Click or tap <sup>CV</sup> to enter text.  
(Initials of Authorized Representative)

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

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of 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? Click or tap <sup>CV</sup> to enter text.

(Initials of Authorized Representative)

### **8. Debarment and Suspension**

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

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? CV  
Click or tap to enter text.  
(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? CV  
Click or tap to enter text.  
(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? <sup>CV</sup>  
Click or tap to enter text.  
(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? <sup>CV</sup>  
Click or tap to enter text.  
(Initials of Authorized Representative)

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

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

Does Bidder agree? <sup>CV</sup>  
Click or tap to enter text.  
(Initials of Authorized Representative)

### **13. Domestic preferences for procurements**

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

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

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

Does Bidder agree? <sup>CV</sup>  
Click or tap to enter text.  
(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? CV  
Click or tap here to enter text.  
(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

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

Does Bidder agree? CV  
Click or tap here to enter text.  
(Initials of Authorized Representative)

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

Authorized  
signature:



Printed Name:	Cory Vanlaningham
Company Name:	Johnson-Laux Construction Ohio, LLC
Mailing Address:	3800 Whitman Ave., Cleveland, OH 44113
Job Title:	Director of Operations/Partner

## BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

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

Not Applicable


## 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: Johnson-Laux Construction Ohio, LLC

Title of Authorized Representative: Director of Operations/Partner

Mailing Address: 3800 Whitman Ave., Cleveland, OH 44113

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

3/28/2023  
\_\_\_\_\_  
Date

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### Boycott Certification

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


  
\_\_\_\_\_  
Signature of Respondent

3/28/2023  
\_\_\_\_\_  
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 Johnson-Laux Construction Ohio, LLC (insert company name), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**


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

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

**AND**

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

**AND**

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

## BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

### **16. Contractor's Employment Eligibility**

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

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

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

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

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

### **17. Fingerprint & Criminal Background Checks**

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

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

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

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

Date: \_\_\_\_\_

  
\_\_\_\_\_

3/28/2023

## 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. Not Applicable

### 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. Not Applicable

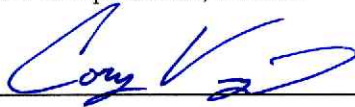
## BID FORM 17: MASTER AGREEMENT SIGNATURE FORM

**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 Johnson-Laux Construction Ohio  
Address 3800 Whitman Avenue  
City/State/Zip Cleveland, OH 44113  
Phone Number 216-503-0077  
Email Address cory.v@jlcoho.com  
Printed Name Cory Vanlaningham  
Job Title Director of Operations/Partner

Authorized Signature



### Initial Term of the Master Agreement

Contract Effective Date: May 1, 2023  
Contract Expiration Date: April 30, 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: \_\_\_\_\_