

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147

CONTRACTOR NAME: McDaniel's Construction Corp., Inc.

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	4	9	9
---	---	---	---	---	---

(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	.	1	7	4	9
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With
Administrative Fees:

1	.	1	4	9	9
---	---	---	---	---	---

(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	.	1	7	4	9
---	---	---	---	---	---

(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	9	9	9
---	---	---	---	---	---

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

1	.	1	6	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-2147

CONTRACTOR NAME: McDaniel's Construction Corp., Inc.

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	.	1	4	9	9
---	---	---	---	---	---

(Specify to four decimal places)

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2.A Adjustment Factor With
Administrative Fees:

1	.	1	7	4	9
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(Specify to four decimal places)

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3.A Adjustment Factor With
Administrative Fees:

1	.	1	4	9	9
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4.A Adjustment Factor With
Administrative Fees:

1	.	1	7	4	9
---	---	---	---	---	---

(Specify to four decimal places)

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5.A Adjustment Factor With
Administrative Fees:

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

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

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147

CONTRACTOR NAME: McDaniel's Construction Corp., Inc.

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	.	1	4	9	9
---	---	---	---	---	---

(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	.	1	7	4	9
---	---	---	---	---	---

(Specify to four decimal places)

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

3.A Adjustment Factor With
Administrative Fees:

1	.	1	4	9	9
---	---	---	---	---	---

(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	.	1	7	4	9
---	---	---	---	---	---

(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	9	9	9
---	---	---	---	---	---

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

1	.	1	6	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-2147

CONTRACTOR NAME: McDaniel's Construction Corp., Inc.

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)	<u>1.1499</u>
Line 2.	Multiply Line 1 by .50	<u>05750</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1749</u>
Line 4.	Multiply Line 3 by .10	<u>0.1175</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1499</u>
Line 6.	Multiply Line 5 by .20	<u>.2300</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1749</u>
Line 8.	Multiply Line 7 by .10	<u>0.1175</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1999</u>
Line 10.	Multiply Line 5 by .10	<u>0.1200</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.1600</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-2147

CONTRACTOR NAME: McDaniel's Construction Corp., Inc.

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)	<u>1.1499</u>
Line 2.	Multiply Line 1 by .50	<u>05750</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1749</u>
Line 4.	Multiply Line 3 by .10	<u>0.1175</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1499</u>
Line 6.	Multiply Line 5 by .20	<u>.2300</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1749</u>
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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147

CONTRACTOR NAME: McDaniel's Construction Corp., Inc.

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>1.1499</u>
Line 2.	Multiply Line 1 by .50	<u>05750</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1749</u>
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Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

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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 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. *Provide your company's official registered name/legal name?*
McDaniel's Construction Corp., Inc
2. *Provide your companies Federal Tax ID # or Social Security #:*
31-1145406
3. *Provide your corporate address, and if different provide your bidder remittance address:*
Corporate Address: 1069 Woodland Ave
Columbus, Ohio 43219
Remittance Address:
4. *Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:*
Name: Kenneth Jones
Title: Sr. Project Manager
Office Phone #: 614-252-5852
Cell Phone #: 614-554-5480
Email: kjones@mcdanielsconstruction.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: Eric J. Girard

Title: President

Office Phone #: 614-252-5852

Cell Phone #: 614-301-8147

Email: egirard@mcdanielsconstruction.com

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

McDaniel's Construction Corp., Inc was established in 1985 as a MBE Bridge Painting contractor. We have expanded over 30 years of existence in Civil and General Contracting. McDaniel's Construction Corp., Inc has been a part of the Job Order Contracting for approximately 10 years.

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

\$39,214,792.00

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

\$39,214,792.00

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

McDaniel's Construction Corp., Inc plans to offer JOC to our existing customers as an alternative solution to achieve their construction goals. We will also solicit new agencies and municipalities and offer our services using this platform.

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

Expertise + Equipment + Finance + Diversity = Success

That is the formula we have focused on developing the expertise and resources to help our clients realize their construction goals. Our Management staff has over 100 years of cumulative construction experience including professional engineers, operations managers, project coordinators, field supervision and tradesman, all supported by experienced and motivated accounting and administrative personnel.

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.

EMR 0.47

OSHA 300 Log Compilation

	2022	2021	2020
Number of Fatalities each year (Total Column G)	0	0	0
Number of Lost Work Cases (Total Column H)	0	0	0
Number of Non-lost Work Cases (Total Column I and J)	1	0	0
TOTAL OSHA 300 LOG	1	0	0
Total Employee hours Worked	115090	98262	107045
Incident Rate	1.74	0.00	0.00
DART Incident Rate	0.00	0.00	0.00

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: Minority Business Development Division

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)



OVERMYER HALL ASSOCIATES

March 17, 2023

Re: McDaniel's Construction Corp., Inc.

To Whom It May Concern:

The undersigned surety company is pleased to confirm bonding capacity for McDaniel's Construction Corp., Inc.

McDaniel's Construction Corp., Inc. is capable of obtaining Performance and Payment Bonds in the amount of:

Single Bond Limit:	\$25,000,000
Aggregate Bond Limit:	\$50,000,000

We have the utmost confidence in the integrity and ability of McDaniel's Construction Corp., Inc. and believe the necessary financial and operational capacities exist to successfully complete projects of this size. Therefore, we are pleased to convey our recommendation.

The current surety company is Great American Insurance Company, an A.M. Best "A+" Rated company and listed on the US Treasury Listing of sureties.

Please note any request for a Performance/Payment bond will be subject to review and approval of the contract terms, conditions, bond forms, project financing, and the application of other such underwriting criteria as may be deemed pertinent at the time such bonds are requested.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with any project is a matter solely between the Surety and Contractor. We assume no liability to you or to any third party by the issuance of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Kehl'.

Jack Kehl, AFSB

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: Eric J. Girard

Title: President

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: egirard@mcdanielsconstruction.com

Account Manager / Sales Lead

Contact Person: Kenneth Jones

Title: Sr. Project Manager

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: kjones@mcdanielsconstruction.com

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: Patrick Wilfing

Title: CFO

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: pwilfing@mcdanielsconstruction.com

Marketing

Contact Person: Kenneth Jones

Title: Sr. Project Manager

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: kjones@mcdanielsconstruction.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 See attached documents
- 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
N/A	

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

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

5. Felony Conviction Notice – Please check applicable box:

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

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



On September 21, 2007, McDaniel's Construction and Mr. Moncrief executed a plea agreement wherein McDaniel's and Moncrief plead guilty to making a false statement in connection with a highway project.

The plea agreement included the facts that McDaniel's would voluntarily exclude themselves from any project that was funded in whole or part by the Federal Highway Administration. This agreement allows McDaniel's to participate in any other Federal Funded Project. The deal also included restitution, and \$105,000 payment of fines and community service. The fines and restitution have been made whole, and the community service portion of the agreement is being completed.



Department of
Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

January 31, 2023

Dan Moncrief, III,
Chairman/CEO
McDaniel's Construction Corp., Inc.
1069 Woodland Avenue, Columbus, OH, USA
Columbus, OH 43211

SUBJECT: Certificate of Compliance Certification
Status: Conditional
Effective Dates: January 31, 2023 - July 31, 2023

Dear Dan Moncrief, III:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues McDaniel's Construction Corp., Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for McDaniel's Construction Corp., Inc. to maintain certification status, McDaniel's Construction Corp., Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which McDaniel's Construction Corp., Inc. has agreed.

Sincerely,

Monica L. Womack
Chief



**Department of
Development**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

**Minority Business Enterprise
Certification Letter**

February 13, 2023

DAN MONCRIEF, Chairman/CEO
McDaniel's Construction Corp., Inc.
1069 Woodland Avenue, Columbus, OH, USA
Columbus, OH 43211

CERTIFICATION NUMBER: MBE - 202302-2018
Effective Dates: February 13, 2023 - February 13, 2025

Dear DAN MONCRIEF, Chairman/CEO:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that McDaniel's Construction Corp., Inc. is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that McDaniel's Construction Corp., Inc. has been categorized under the Construction category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 83101500 - Water and sewer utilities
2. 11111600 - Stone
3. 11111500 - Dirt and soil
4. 72153900 - Building site preparation services

As a certified MBE, McDaniel's Construction Corp., Inc. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and

123:2-07. Failure to notify Development of any material change is cause for revocation of McDaniel's Construction Corp., Inc.'s MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, McDaniel's Construction Corp., Inc. must submit a completed Re-certification Application for Development's review relative to McDaniel's Construction Corp., Inc.'s eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monica L. Womack".

Monica L. Womack
Chief, Minority Business Development Division

THIS CERTIFIES THAT

McDaniel's Construction Corp. Inc.



* Nationally certified by the: **OHIO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 237110; 237210; 237310; 237990; 238910; 236220; 236210; 238110; 238120; 238190

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/27/2022

Issued Date

CN03554

Certificate Number

07/31/2023

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the printed name.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "George R. Simms", is positioned above the printed name.

George Simms, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

City of Columbus

CERTIFICATE

MBE CERTIFICATION

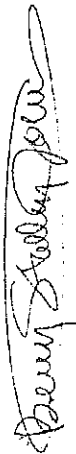
MCDANIEL'S CONSTRUCTION CORP. INC.

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a MINORITY Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 8/31/2023

Certification No: MBE-004752



Dr. Beverly Stallings-Johnson, PhD, Chief Diversity Officer



BID FORM 7: REFERENCES

- a) Coleman Spohn Corporation
- b) Kevin Daugherty
- c) Columbus, Ohio 43222
- d) 614.888.9900
- e) 2 Years
- f) Renovations and Maintenance for HVAC, Electrical, Plumbing, Mechanical, Structural, Architectural Finishes
- g) \$ 950,000.00



BID FORM 7: REFERENCES

- a) City of New Albany
- b) Mark Nemec, Director of Public Service
- c) New Albany, Ohio
- d) 614.855.0076
- e) 1 Year
- f) Solar Panel Install
- g) \$ 231,771.00



BID FORM 7: REFERENCES

- a) IAP Government Services Group, Inc.
- b) Chris Kidwell
- c) Columbus, Ohio
- d) 614-403-6626
- e) 4 Years
- f) Maintenance, Repair, and Minor Construction for the following:
 - Ohio Department of Natural Resources
 - Ohio Department of Developmental Disabilities
 - Ohio Department of Rehabilitation and Correction
 - Ohio Department of Youth Services
- g) **1.1 Million**



BID FORM 7: REFERENCES

- a) The Gordian Group
- b) Jonathan Schlesselman - Account Manager, Great Lakes Region
- c) Columbus, Ohio
- d) 614-499-9275
- e) 9 Years
- f) Maintenance, Repair, and Minor Construction for the following:
 - City of Columbus School
 - Ohio Department of Natural Resources
 - Ohio Department of Developmental Disabilities
 - Ohio Department of Rehabilitation and Correction
 - Rickenbacker ANG
 - Ohio Department of Youth Services
 - Ohio Department of Transportation
 - Ohio Adjutant General
- g) 1.1 Million



BID FORM 7: REFERENCES

- a) Ohio Department of Rehabilitation and Correction
- b) Mary Lynn Happ - Facilities Planning Project Manager
- c) Columbus, Ohio
- d) 614-752-0160
- e) 6 Years
- f) Renovations and Maintenance for HVAC, Electrical, Plumbing, Mechanical, Structural, Architectural Finishes, Security and Civil for Warren, Lebanon, Dayton, Madison, London, Ross, and Chillicothe Correctional Facilities
- g) 2.3 Million

DR. BEVERLY STALLINGS-JOHNSON
Chief Diversity Officer

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR
OFFICE OF DIVERSITY
AND INCLUSION

September 04, 2020

MCDANIEL'S CONSTRUCTION CORP. INC.
Dan Moncrief III
1069 Woodland Avenue
Columbus, OH 43219

SUBJECT: Minority Business Enterprise (MBE) Certification
Certification Number: MBE-004752
Effective Dates: 8/31/2020 through 8/31/2023

Dear Mr. Dan Moncrief III:

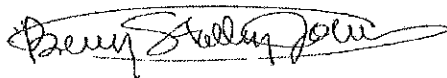
We are pleased to inform you that the City of Columbus, Office of Diversity and Inclusion has approved your application as a certified Minority Business Enterprise. After careful review of the application and supporting documentation, it was determined that MCDANIEL'S CONSTRUCTION CORP. INC. satisfactorily meets the requirements set forth in Title 39 § 3905.02 of the Columbus City Code. This certification is valid for three years from the effective start date and shall serve as the City's official certification document to this effect.

As a condition of continued certification, you must submit a completed Recertification Application and Affidavit to confirm your continued eligibility for the City of Columbus MWBE certification program. Failure to do so, prior to your certification expiration date may result in the revocation of your certification status. Any changes in the business impacting ownership, location, managerial and/or operational control, and/or minority/women-owned business status, must be reported to the City of Columbus Office of Diversity and Inclusion immediately. It is important to make our office aware of other changes in your business as well, such as company's name, business address, telephone numbers, e-mails, websites, and basic contact and commercial activity information, as soon as possible.

Your firm's participation on City of Columbus contracts will contribute to our annual MWBE Utilization Reports and further enhances our goal of creating equity in city contracting. We encourage you to share your certification status with those business with whom you may be looking to team or subcontract. Additionally, we hope that you will take full advantage of the opportunities to learn, connect, and grow with the City of Columbus.

We are excited to partner with you in fulfilling your dreams of entrepreneurship. If you need further assistance or have any questions about the City's minority/women certification program, its objectives or its operation, please contact the Office of Diversity and Inclusion at 614-645-4764.

Sincerely,



Dr. Beverly Stallings-Johnson
Chief Diversity Officer
City of Columbus



City of Columbus CERTIFICATE

MBE CERTIFICATION

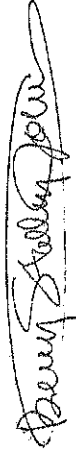
MCDANIEL'S CONSTRUCTION CORP. INC.

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a MINORITY Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 8/31/2023

Certification No: MBE-004752



Dr. Beverly Stallings-Johnson, PhD, Chief Diversity Officer

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

2021 PRESIDENT

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

Name of Proposer: McDaniel's Construction Corp., Inc

City/State/Zip: 1069 Woodland Ave, Columbus, Ohio 43219

Telephone No.: 614-252-5852

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this 20th day of March, 2023

Notary Public in and for the County of Fairfield

State of Ohio

My commission expires: _____

Signature: Keith Mathias



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?  Click here 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 here to enter text.](#)
(Initials of Authorized Representative)

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. 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 here 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. 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 here to enter text.](#)
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of 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 here to enter text.](#)
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

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

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

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of 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 here to enter text.](#)

(Initials of Authorized Representative)

8. Debarment and Suspension

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

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?  [Click or tap here 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?  [Click or tap here 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?  Click or tap here to enter text.
(Initials of Authorized Representative)


11. Profit as a Separate Element of Price

For purchases using federal funds in excess of 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?  Click or tap here to enter text.
(Initials of Authorized Representative)

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

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

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

13. Domestic preferences for procurements

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

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

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

Does Bidder agree?  Click or tap here 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?  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?  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:	Signature On File with CCOG. _____
Printed Name:	Eric J. Girard _____
Company Name:	McDaniel's Construction Corp., Inc. _____
Mailing Address:	1069 Woodland Avenue, Columbus, Ohio 43219 _____
Job Title:	President _____

THE CITY OF
COLUMBUS

ANDREW J. GINTHER, MAYOR

DEPARTMENT OF BUILDING
AND ZONING SERVICES

DAN MONCRIEF III
1069 WOODLAND AVE
COLUMBUS, OH 43219

Andrew J. Ginther, Mayor
The City of Columbus, Ohio
GENERAL CONTRACTOR REGISTRATION
DAN MONCRIEF III
MCDANIELS CONSTRUCTION CORP INC
REGISTRATION# G00954

Scott Messer, Director

Scott Messer

Expires 8/31/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio
**GENERAL CONTRACTOR
REGISTRATION**

DAN MONCRIEF III
MCDANIELS CONSTRUCTION CORP INC
REGISTRATION # **G00954**
EXPIRES **8/31/2023**

By: Scott Messer, Director

Scott Messer

Print Date: 7/20/2022

THE CITY OF
COLUMBUS

ANDREW J. GINTHER, MAYOR

DEPARTMENT OF BUILDING
AND ZONING SERVICES

DAN MONCRIEF III
1069 WOODLAND AVE
COLUMBUS, OH 43219

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**DEMOLITION CONTRACTOR
REGISTRATION**

DAN MONCRIEF III

MCDANIELS CONSTRUCTION CORP INC

REGISTRATION# D00032

Scott Messer, Director

Scott Messer

Expires 8/31/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**DEMOLITION CONTRACTOR
REGISTRATION**

DAN MONCRIEF III

MCDANIELS CONSTRUCTION CORP INC

REGISTRATION # D00032

EXPIRES 8/31/2023

By: Scott Messer, Director

Scott Messer

Print Date: 7/20/2022

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: McDaniel's Construction Corp., Inc.

Title of Authorized Representative: President

Mailing Address: 1069 Woodland Ave, Columbus, Ohio 43219

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

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

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, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

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

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

AND

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

AND

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

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: Click or tap here to enter text.

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. No Claims

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. No Actions Against

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	McDaniel's Construction Corp., Inc.
Address	1069 Woodland Ave
City/State/Zip	Columbus, Ohio 43219
Phone Number	614-252-5852
Email Address	egirard@mcdanielsconstruction.com
Printed Name	Eric J. Girard
Job Title	President
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:	