



Aspire Works Purchasing Cooperative Contract Award

July 6, 2021

Prodigy Building Solutions, LLC
Robert Haun

Address: 9652 Inter Ocean Drive
West Chester, OH 45246

Phone: (513) 604-2898

Phone: (830) 426-2906

Email: rthaun@buildingprodigy.com

RE: AW Awarded Contract – RFP #2021-06-001 Building and Facility Trade Equipment and
Maintenance Services (non-JOC) Part 1

Contract Number – 2021006001b

CONTRACT AWARD

Congratulations! This award is for a cooperative purchasing agreement award solicitation. The Aspire Works Purchasing Cooperative (AW Coop) on behalf of The Ohio Purchasing Cooperative a State of Ohio Council of Governments with authority to award by the Cooperative Administrator as delegated by the Board of Directors has awarded an Agreement to Prodigy Building Solutions, LLC. This Agreement will be in effect for five (5) years from 07/07/2021 through 06/31/2026. There are one (2) automatic contract renewal two (2) year term optional extensions though 6/31/2030.

ADMINISTRATIVE CONSIDERATIONS

Award of annual contract in compliance with the bid laws of the State of Ohio are recommended.

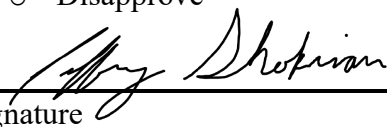
RECOMMENDATIONS

Aspire Works Coop recommends the following contract be awarded based on the Request for Proposal (RFP) process:

Aspire Works Awarded Contract RFP #2021-06-001 Building and Facility Trade Equipment and Maintenance Services (non-JOC) Part 1 to Prodigy Building Solutions, LLC.

Action Required

- Approve
- Disapprove


Signature

July 6, 2021

Date

TOPC Aspire Works COOP Administrator

CONTRACT ADDITIONS or UPDATES

Only goods and services awarded can be sold through this Agreement. If you need to change pricing pursuant to the RFP terms and conditions or add products that are considered components of the awarded category, email the request for products and services, pricing with discount offered, to AW Coop at AspireWorksCoop@gmail.com. All pricing must comply with the pricing structure proposed in the original proposal.

RESELLERS or DEALERS

As an Awarded Agreement Holder, you may list Resellers or Dealers to your Agreement. The Awarded Vendor Agreement Holder is responsible for reporting all Reseller Sales to AW Coop. Resellers are only allowed to sell the items included on the Awarded Vendor's Agreement. If you need to add Resellers/Dealers to your Agreement, please contact the AWCoop office at AspireWorksCoop@gmail.com. You may also give your Resellers/Dealers the document outlining the correct purchase process they need to follow

REPORTING OF SALES

AW Coop Sales **MUST** be reported each **MONTH**. Certain information is **REQUIRED** with the submission check, and can be sent along with the check or in an email to our Accounting Team at AspireWorksCoop@gmail.com. A sales reporting template is available, to request the current reporting template or for questions regarding reporting of sales, contact the Accounting Team at AspireWorksCoop@gmail.com. As a part of the AW Coop accounting procedures, we will not send out a statements and all vendors are required to self-report.

PROCESSING PURCHASE ORDERS

Awarded Vendors **MUST** direct AW Coop members to email all PO's to AspireWorksCoop@gmail.com. The AW Coop office will validate purchase orders and forward to you, as the Awarded Vendor for processing. The Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. If you have been notified by AW Coop, you may be eligible for an "Automated Agreement" which means you have an e-commerce site and take internet orders. Automated vendors must sign extra documentation accepting responsibility for sending sales to AW Coop for all collected AW Coop Sales.

VENDOR WEB PAGE REVIEW VENDOR LOGO

To have your company logo displayed on the vendor page, please email the logo to AW Coop at AspireWorksCoop@gmail.com.

Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be



square; it has to fit on a 350 x 350 square space)



STATE OF OHIO
COUNTY OF HENRY

Sally Heaston, being first duly sworn, states that she is the General Manager of The Bryan Publishing Company, owner of The Northwest Signal, a daily newspaper, published and of general circulation in the county of Henry aforesaid, and that the annexed notice was published in one issue in said paper, on the 16 + 21 day of June, 2021.

Sally Heaston
Sally Heaston

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

Kristi Clark
Kristi Clark
Notary Public,
State of Ohio
My Commission
Expires October 25, 2025



KRISTI L CLARK
Notary Public
State of Ohio
My Comm. Expires
October 23, 2025

Printer's Fee: \$150⁰⁰
Notary Fee: \$ 3⁰⁰

PUBLIC NOTICE

AspireWorks Purchasing Cooperative on behalf of lead public agency The Ohio Purchasing Council a State of Ohio Council of Government is posting the following procurement solicitations at www.TOP-C.org. All solicitations advertise June 16 and June 21 for the following categories: RFP #2021-06-001 Full-Service Facility Equipment & Maintenance Services -Part 1; RCSP #2021-06-002 Building and Facility Trade Construction Services JOC Part 2; Bid are due and close June 30, 2021, at 1:00 pm Central Time. These RFXs are requests for proposals and competitive sealed proposals from companies who can provide products, services, and solutions to public agencies in Ohio and all 50 states. Information Packets regarding the proposal may be found on-line at www.TOP-C or by email at AspireWorksCoop@gmail.com or by calling 210.255.3596 All Proposals will be received and opened, electronically at <https://791Coop.ionwave.net> or TOP-C 6900 OH-18, Hamler OH, 43524.

Description	Total Weighted Value	Bader Construction	Prodigy Building Solutions					
Purchase Price: (25) point weight	30	27	27	0	0	0	0	0
Offeror's Reputation 5	5	5	5	0	0	0	0	0
Quality of Goods or Services 25	25	22	22	0	0	0	0	0
Long Term Cost 10	10	10	10	0	0	0	0	0
Extent the Goods or Services Meet the Needs 25	20	20	20	0	0	0	0	0
Contractor's past Relationship 0	0	0	0	0	0	0	0	0
Historically Underutilized Business Requirements 0	0	0	0	0	0	0	0	0
Experience 10	10	10	10	0	0	0	0	0
Residency 0	0	0	0	0	0	0	0	0
Total	100	94	94	0	0	0	0	0
Recommend for Award	80>	Yes	Yes	No	No	No	No	No
Evaluation committee:	<u>Name of Solicitation</u>							
Jeff Shokrian	RFP #2021 006 001 Full-Service Facility Equipment & Maintenance Services							
Ryan Hodge	It is recommended that the following award of annual contract be made:							
Douglas Montgomery	Contract #		Award					
	2021-006-001a		Bader Construction					
	2021-006-001b		Prodigy Building Solutions					

PROCUREMENT SOLICITATION DOCUMENT

REQUEST FOR PROPOSALS (RFP)

Building & Facility Equipment & Maintenance Services -

Part 1 (non-JOC) Only

Aspire Works Purchasing Cooperative

A Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states.

AND

Lead Agency:

THE OHIO PURCHASING COUNCIL

RFP #2021-06-001 Building and Facility Trade Equipment and Maintenance Services (non-JOC) Part 1 of 2

PART 2 is the Job Order Contract Section of this combination solicitation

Issued: June 11, 2021

Submission Deadline: June 30, 2021 1 pm CDT.

The Ohio Purchasing Council

ATTN: Aspire Works

6900OH-18,

Hamler OH, 43524

Questions: AspireWorksCoop@gmail.com

The solicitation documents may be found at <https://AspireWorksCoop.ionwave.net>

If a problem is encountered accessing the solicitation, please contact ASPIRE WORKS COOPERATIVE at the address or phone listed above for help.

NOTICE TO PROPOSER(S): ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE AspireWorksCoop WEBSITE AT <https://top-c.org/>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE PROPOSER(S)'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.

This Solicitation is a Request for Proposals as permitted in the Ohio Revised Code Section 167.081.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RFP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the *Ohio Revised Code Section 167.081.*"

I. ABOUT ASPIRE WORKS PURCHASING COOPERATIVE **(AspireWorksCoop)**

A. It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- AspireWorksCoop reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute AspireWorksCoop membership Agreements in the future.
- AspireWorksCoop reserves the right to extend the proposal deadline for any reason.
- AspireWorksCoop reserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of AspireWorksCoop

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according to the Laws of the State of Ohio and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all AspireWorksCoop Awarded Agreements.

C. Customer Service

- AspireWorksCoop staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decision.
- AspireWorksCoop provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- AspireWorksCoop enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

D. Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State

of Ohio and are available for piggy-back by other government entities anywhere in the United States, subject to each entity's jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the AspireWorksCoop offices where they are reviewed by the AspireWorksCoop staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to AspireWorksCoop.

- **NOTE: It is always the vendor's responsibility under the AspireWorksCoop agreements to report all sales under the agreement to AspireWorksCoop.**
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

E. Partnerships with Aspire Works Purchasing Cooperative

- a. The Ohio Purchasing is an State of Ohio Council of Government; is a Lead Agency with AspireWorksCoop and TOPC represents local governments.**
- b. AspireWorksCoop may add additional partnerships to this program.**
- c. It is estimated that contracts awarded under this RSCP will total over \$25-100 million annually with competitive pricing proposed.**

F. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to AspireWorksCoop members. Also, according to the Ohio Public Information Act, any documents or information held by AspireWorksCoop "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION CLAIM FORM." INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF THE OHIO PURCHASING COUNCIL (TOPC) AND AspireWorksCoop IS GOVERNED BY **Ohio Revised Code Section 167.081**" The CONFIDENTIAL INFORMATION CLAIM FORM that completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor's response.

II. SUMMARY OF RFP INSTRUCTIONS

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF TOPC, AspireWorksCoop AND AspireWorksCoop MEMBER ENTITIES OR FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE MEMBER ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, ANY SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC VOLUME OF PURCHASES IS GUARANTEED BY AspireWorksCoop.

Below is summary of the important RFP deadlines and submittal instructions. More detailed information is provided in the following pages of this RFP:

- A.** It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.
- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
 - AspireWorksCoop reserves the right to award multiple vendors for each solicitation.
 - This proposal is requested for the benefit of the current list of members and other new members as they execute AspireWorksCoop membership Agreements in the future.
 - AspireWorksCoop reserves the right to extend the proposal deadline for any reason.
 - AspireWorksCoop reserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to AspireWorksCoop members. Also, according to the Ohio Public Information Act, any documents or information held by AspireWorksCoop “may” be public information. In the documents for the proposer to complete is a declaration form entitled “CONFIDENTIAL INFORMATION CLAIM FORM.” INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF THE OHIO PURCHASING COUNCIL (TOPC) AND AspireWorksCoop IS GOVERNED BY **Ohio Revised Code Section 167.081**” The CONFIDENTIAL INFORMATION CLAIM FORM that completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor’s response.

III. GENERAL INFORMATION

A. The financing of AspireWorksCoop and Lead Agency The Ohio Purchasing Council.

1. **AspireWorksCoop Vendor Paid Fee:** The total cost of the AspireWorksCoop program, is funded through an administration **fee not to exceed 4.0%** paid to AspireWorksCoop by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to AspireWorksCoop members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.
2. AspireWorksCoop establishes a fee for each solicitation for proposals that is in the best interest of AspireWorksCoop and its members.

B. Additional Information

1. **Term of Agreement and Renewals:** The Job Order Contract (JOC) agreements have a different statutory requirement for Contract term of years. The initial term of the JOC agreement is restricted to five (5) years. Awarded agreements may be extended for two (2) additional two (2)-year terms. The two (2) year extensions are automatic unless either party exercises its right to termination as provided in the Part 2 JOC Vendor Agreement.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION.

AspireWorksCoop reserves the right to solicit additional proposals at any time it is in the best interest of AspireWorksCoop and/or its members.

2. **Termination for Cause:** AspireWorksCoop or the awarded vendor may terminate an award under this solicitation for cause. Either Party must provide the other Party with 30 days written notice to respond to the notice at the address provided in the response or as otherwise provided. Bankruptcy is cause for terminating this agreement. The Awarded vendor shall provide AspireWorksCoop with 90 days written notice in order to protect the interests of the AspireWorksCoop members that may be in negotiation.

Vendor Questions: **Questions about this solicitation shall be submitted to AspireWorksCoop@gmail.com with the following in the subject line: "RFP #2021-06-001 Building and Facility Trade Equipment and Maintenance Services Part 1 contractor question."** Questions of a ministerial nature will be answered without an addendum ([https://Aspire WorksCoop.ionwave.net/CurrentSourcingEvents.aspx](https://AspireWorksCoop.ionwave.net/CurrentSourcingEvents.aspx)), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by AspireWorksCoop will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL June 21, 2021 AT 5:00 PM Local Time.

3. **Pre-Bid Meeting:** NO Pre-Bid Meeting Scheduled. A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email AspireWorksCoop@gmail.com by 10 a.m., April 7, 2021. If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. If requested, AspireWorksCoop reserves the right to determine if a Pre-Bid Meeting is held or not held.

4. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

RFP Issued	June 11, 2021
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	June 21, 2021 AT 5:00 PM (CDT)
Proposal Due Date	June 30, 2021 1 pm CDT
Anticipated Award	July 7, 2021*

***This date may be later or earlier, depending upon the number of proposals received.**

AspireWorksCoop agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

IV. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the TOPC Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the TOPC Executive Board/Committee. AspireWorksCoop will base a recommendation for award on factors permitted by the *Ohio Revised Code section 167.081*. The factors which will be considered and weighted points in each area as follows (100 total points):

AspireWorksCoop shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. Aspire Works COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. AspireWorksCoop shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are mandated for consideration by *Ohio revised code 167.081*.

1. Purchase Price: **(30) point weight**. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.
2. The reputation of the vendor and of the vendor's goods or services; **(5) point weight**. References and AspireWorks COOPERATIVE staff knowledge and any other available information known to AspireWorks COOPERATIVE may be used to score this criterion.
3. The quality of the vendor's goods or services; **(25) point weight**. Proposal response and AspireWorks COOPERATIVE staff knowledge and any other available information known or available through the RFP or otherwise to AspireWorks COOPERATIVE may be used to score this criterion.
4. The total long-term cost to AspireWorks COOPERATIVE and its members to acquire the vendor's goods or services; **(10) point weight**.
5. Extent to which the Goods or Services meet the Needs: **(20) point weight**. AspireWorks COOPERATIVE evaluators will determine if the proposal provides value to AspireWorks COOPERATIVE members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.
6. Vendor's Past Relationship: **(0) point weight** –New Contract and no past relationships.
7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: **(0) point weight** – There are no Ohio laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience: (10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-6 years =8 points; >6 years = 10 points

9. Residency: **(0) point weight** –for a contract for goods and services, *other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials*, whether the vendor or the vendor's ultimate parent company or majority owner:
- (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state

Federal funds may be utilized by TOPC or AspireWorks COOPERATIVE member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a **weight of 0 points**.

PROPOSERS FALLING BELOW A 75-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

V. SPECIFICATIONS

This solicitation is seeking providers for:

Single Trade Facility Services and Supplies (materials) (non-JOC)

Including but not limited to: **Facility Trade Services and Supplies (materials) related equipment for Cities, Counties, Special Districts, Schools and other AspireWorksCoop member government entities that require Maintenance Services and Equipment for various facility Trades.** This can include any type of people moving system such as an escalator etc. Maintenance contracts, repairs, certifications, inspections or anything related to the category may also be included.

A. DESCRIPTION

Contract shall be for **time and material** used in the minor (non-JOC) repair, maintenance and service of Facility Trade Services and Supplies (materials). Contract may be used for installation of products and equipment that do not alter a building or facility structure in accordance with Ohio statutes.

Contractor should be able to diagnose all types of repair work, vacuum/charge systems, perform periodic maintenance, remove and replace faulty parts and equipment, etc.

Contractor shall be responsible for providing all necessary labor, supervision and tools to perform work. Contractor shall also provide parts, supplies and equipment necessary to perform work and be allowed a percentage mark-up. Any additional special moving, lifting equipment or other equipment out of the ordinary shall be billed separately as a pass through expense to Buyer.

Contractor shall be required to meet Buyer at job site and provide a quotation on repair, service or maintenance-at no additional cost within 48/hours. Quotations shall include all necessary labor (non-JOC), supplies, parts and Materials to perform complete repair or service.

Only new parts and equipment shall be used to perform repairs work. All work shall be performed in a quality workman like manner. All work shall be in compliance with city, County and State codes and requirements.

B. SCOPE OF WORK

Intent

- 1) The purpose of this proposal is to add value in cooperative purchasing for the members of Aspire Works Cooperative. This proposal is for Facility Trade Services and Supplies (materials) s, and minor repair projects (non-JOC) for the Cooperative members. The following general outlines are brief overviews of the various systems specified. All systems specified have designed intent with minimal maintenance and long term performance.
- 2) Building and Facility Trade Equipment and Maintenance Services shall provide for Minor Remedial Repairs/Maintenance Procedures/Comprehensive Maintenance and Replacement (non-JOC). The Facilities shall be maintained and repaired in accordance with the entity provided engineering specifications and in strict accordance with the manufacturer's recommended procedures. Any repairs or maintenance shall be performed to current code. This is not meant to involve Facility Construction as defined in the state of Ohio.
- 3) The vendor will invoice the number of labor hours and the mark up on the products purchased. This should be included in the pricing of the submitted proposal. The invoice markup and labor rates that

are necessary to perform services not primarily listed.

6) **OTHER (NON-JOC) AND NON-CONSTRUCTION SERVICES**

AspireWorks PURCHASING COOPERATIVE from here forward referred to as the Contracting Entity now desires to invite Vendors to respond to the Request for Proposals.

The contract term will be for five (5) year with two (2) two (2) term renewals. Renewal will be based upon the evaluation of each contractor prior to the ending initial contract. AspireWorks PURCHASING COOPERATIVE reserves the right to award this contract in a manner that it believes best meets the needs of its members and participating agencies. It may be awarded to one contractor or multiple contractors or it may reject all bids as it deems appropriate.

1. **Interested Vendors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work and desires to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other types of marketing materials in response to any item, except where requested.

a) Cover sheet, indicating the name of your company and the project title.

b) Organization information, describe you company's professional focus and the complete range of services being offered for the project. Furthermore, each Vendor must provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All Vendors must review and comply with each Contracting Entity's ethics code.

c) Submit a statement why your company is best qualified for this project.

2. Project Approach:

a) Provide a milestone project schedule for the selection of approaches, design, construction and implementation.

b) Describe the extent of the Contracting Entity's staff involvement in the project, including key decision points at each stage.

C. Additional Services:

Bidder should list in the excel spreadsheet or other attachment all related supplies, equipment, services, installation, repair, maintenance, and hourly or other unit priced fees according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered. The Contractor's proposal should list offerings to be considered as part of the category of FACILITY TRADE SERVICES AND SUPPLIES (MATERIALS) that can be provided by the vendor.

Servicing of FACILITY TRADE SERVICES AND SUPPLIES (MATERIALS) or any related service to support FACILITY TRADE SERVICES AND SUPPLIES (MATERIALS) may be included in this proposal.

ADDITIONAL SCOPE:

1. **BACKGROUND**

The Local Participating Entity using this contract may utilize this contract for Single Trade Facility Maintenance Services and Supplies (Materials) including other NON-Construction Services. Single Trade Facility Maintenance Services and Supplies (Materials) includes having a private company take over 100%

responsibility for the trade contracted for, regardless of who the manufacturer is and regardless of who repaired, restored or replaced it in the past.

The supplier must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the scope of work/specifications incorporated in this contract.

2. OVERVIEW

The program involves the monitoring of intersections specified by the Local Government Entity. The Local Government Entity will determine the number of intersections in need of monitoring. The Local Government Entity will expect the chosen company to phase in a fully operational program within 90 days of issuing a Notice to Proceed. The Contracting Entity will have the right, in its sole discretion, to add, delete or revise the contracted services to meet its changing needs.

3. Bidder's Company and Product Information

- a) Responses shall be clearly labeled with the item number.
 - b) Proper evaluation of bidders requires information about the bidding company and their products.
 - c) Public Companies must provide their most recent yearly report to stockholders.
 - d) Private Companies must answer the questions below.
 - e) Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification.
 - f) Indicate the location of the headquarters of the company. List any branch offices in the state of any AspireWorks PURCHASING COOPERATIVE participating Entity. Provide the name, title, qualifications and experience of the employee, that will coordinate the work and be the general contact for this contract.
 - g) For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
4. Gaps sometimes exist between management (those who respond to RFP's) and sales staff (those who contact the public educational institutions) that result in problems. Please provide the Names your key sales people, phone numbers and states for which they are responsible.
 5. Any business that has served the public for more than ten years will have had problem projects. List five projects that have had problems (use more than one state), describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of roof repair or replacements, contract amount, contact name and telephone number.
 6. Manufacturers responding to this solicitation must name one or more dealers or subcontractors certified and trained to install their products. The prime contractor must identify how their dealers/subcontractors are certified. Provide the name of the dealer/subcontractor, business name, address, telephone (voice and fax), and the state contractor's license number, if any.
 7. Vendor should provide a list of equipment and labs used for testing for products if requested.
 8. Costs for inspection must be separated from construction costs, but may be included as a line item in

this contract. Manufacturer must offer to refund (or credit) all or a percentage of the inspection costs if the agency member issues a contract for installation within a 12-month period.

9. Vendor must agree that all projects and repairs will be 100% asbestos free, have UL labels and be warranted by the prime contractor for a fifteen-year or more period
10. Vendor may offer extended warranties available at extra cost for agency members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no cost training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged prior to installation as part of the purchase contract. (Describe the no cost training to be offered in the solicitation.)
11. To monitor and guarantee the quality of the work being performed by subcontractors, the Vendor/ prime contractor must have inspectors examine each project from start to finish. Describe in writing how you will meet this requirement and provide the names and a qualifications brief of each inspector.

D. Requested Requirements

Describe your company's ability to meet the following specifications. Bidders will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Exceptions to Terms, Conditions and Specifications Form.

1. All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.
2. The vendor's catalog shall include a variety of major manufacturers for specified products & services.
3. The catalog shall contain an adequate supply of items for the trade(s).
4. Orders of stocked products will be shipped or scheduled for shipment within 48 hours of receipt of order. The participating entity shall be notified by the vendor the shipping status of all products ordered including those backordered. Participant may cancel a portion of the order if those items cannot be shipped and received in time to meet the participant's timelines. This will give the Participant the opportunity to look and possibly secure product elsewhere.
5. Ability for tracking orders, including any backordered item(s).
6. Participants should be able to set up accounts for various user departments to ensure spend does not exceed budget amounts.
7. Participants should be able to place some of the orders with P-Cards **for small dollar purchases**.
8. The system must allow for Participants to set up individual delivery locations for each site.
9. The Vendor should allow for electronic returns, which allow for packages to be automatically picked up and returned to vendor.
10. Participants should be able to track returns electronically.
11. Credits should be posted within 30. Participant may ask for a report once a month at no cost or the Participant must be able to run a report at no cost.

12. Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.
13. Orders not filled and partials shall be indicated on the packing list. Vendor shall inform Participant of anticipated delivery date for unfilled and partial orders.
14. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the Participant's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
15. General Facility Supplies shall include all related materials and various other supplies and equipment.
16. Customer support: The Vendor shall provide timely and accurate technical advice and sales support to AspireWorks PURCHASING COOPERATIVE staff and AspireWorks PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to AspireWorks PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required.
17. Contracts: All contracts and agreements between a Vendor and a AspireWorks PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
18. Tax exempt status: All Ohio government agencies participating in AspireWorks PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Ohio, for the purchase of tangible personal property. Laws of other states shall apply within those states.
19. Assignments of contracts: No assignment of contract may be made without the prior written approval of Aspire Works PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
20. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
21. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
22. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
23. Indemnity: The Vendor shall protect, indemnify, and hold harmless AspireWorks PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages,

- losses, and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
24. State of Ohio Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Ohio under Tax Code.
 25. Vendor shall comply with Insurance requirements.
 26. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. AspireWorks PURCHASING COOPERATIVE may reject any additions, without cause.
 27. Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B destination.
 28. The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
 29. The Vendor will honor pricing and will not have "Floors" in their percentage discount pricing
 30. Vendor may request price adjustments quarterly based upon an index. However, AW COOP may deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
 31. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
 32. Vendor will notify Aspire Works COOP of any changes in ownership and the vendor will notify any entity requesting this information.
 33. Vendor may request Aspire Works COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
 34. Publicly held Company (Vendor) shall provide most recent SEC Financial filing.
 35. Private held Company (Vendor) shall provide access to review its Financial Statement
 36. Vendor will notify Aspire Works COOP of any financial changes including changes in debt ratings. Vendor will notify Aspire Works COOP of any "supplier" putting credit holds upon the vendor and why such hold is in place. Vendor may request Aspire Works COOP sign a non-disclosure agreement regarding this matter.
 37. Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.
 38. Regional groups, like Councils of Governments, Education Service Centers, State College groups or local "Piggyback Coops" may pool their usage together to obtain higher end of the year rebates, if the Participants commit their combined usage.

39. Vendor agrees that upon request by Aspire Works COOP that it will promptly update contact information of references

Taking deviations will not automatically result in a vendor not being awarded a contract. It is another a part of the evaluation criteria.

(Note: AspireWorks COOPERATIVE must be able to verify customer quotes when requested by the AspireWorks COOPERATIVE Participants from the pricing submitted from this vendor proposal.

D. Products & Services Summary Matrix

Provide a matrix that will allow AspireWorks PURCHASING COOPERATIVE to readily appraise your company's products and service offering versus other respondents.

E. Value Add Services Description

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Describe how you company will interact with Aspire Works PURCHASING COOPERATIVE. Include a process map of communications.
2. Describe your training program with AspireWorks PURCHASING COOPERATIVE staff and a proposed schedule of topics and include any proposed training literature or materials.
3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.
4. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
5. Describe your company's shipping schedule notification procedures.
6. How many products do you stock? Where? Do you manufacture the products?
7. What is your average percentage of on-time delivery?
8. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion?
9. How does your company track warranties and update warranty periods as units or components are replaced?
10. Please provide any discount schedules your company offers.
11. Please provide the labor rates for services outside the initial scope of work.
12. Please provide the markup rates for equipment not included in the turnkey approach.

F. Product Information:

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Please give examples of local agencies that have purchased products from your company.

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2. If your product is deemed defective, what is the replacement process and turnaround?
 3. State whether your company provides a quality guarantee on their product/service. If so, please describe.
 4. State your insurance provider(s) and your company's level of coverage.

VI. PRICING FORMAT

A. Pricing for Line Items or Catalog

It is the intention of AspireWorksCoop to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or other form that:

1. is regularly maintained by the manufacturer or vendor of an item; and
2. is either published or otherwise available for inspection by a customer during the purchase process;
3. to which the minimum discount proposed by the proposing vendor maybe applied.

Adding New or Replacement Goods Items; During the Life of the Agreement it is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item.

Markup on cost

It is NOT recommended proposers use the Markup pricing method because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: AspireWorksCoop will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands

or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: **When proposing a Line Item pricing model** - AspireWorksCoop will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.

Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost: Pricing presented for goods offered should not include shipping costs from dealer to Member customer. IF shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example: if you sell a vehicle and it includes delivery but the sale of vehicle parts does not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through by the Vendor at actual cost to the AspireWorksCoop Member.

B. Discussion of Pricing Options

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

AspireWorksCoop leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable. This includes a multitude of various Facility Maintenance related services. Vendors may submit for one specific trade or multiple trades. Vendor may submit for the trades listed in this RFP or other related trades not listed. Response submittals will be evaluated by Aspire Works Purchasing Cooperative.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category should be included. AspireWorksCoop reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Bidder should list all related services, installation, repair, maintenance, travel, lodging, per diem, and hourly fees or other defined and specified unit cost according to category offered on this contract. For installations that are considered a Public Work/ Construction by AspireWorksCoop member entities, the work can be provided through

the PART 2 Job Order Contracting (JOC) section of this solicitation. No inappropriate offerings will be considered.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by AspireWorksCoop participating members.

NOTHING IN THIS PART 1 IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION. PART 2 ADDRESSES ANY PROJECTS THAT ARE CLASSIFIED AS PUBLIC WORKS OR CONSTRUCTION BY THE AspireWorksCoop MEMBER ENTITY.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a minimum discount off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but AspireWorksCoop encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to AspireWorksCoop members.

Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to AspireWorksCoop or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in a Pricing Sheet spreadsheet as an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a AspireWorksCoop-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing is proposed, then during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of line item priced goods, vendor may be required to submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS

AWARD. THUS, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide a pricing template with a maximum price increase percentage for annually for renewal years.

Various Optional Pricing Forms

- 1) Sample Form A. Of Various Equipment & Materials Pricing (included)
- 2) Sample Form B. Services Hourly Rates (included)
- 3) Sample Form C. Example of Hourly (non-JOC) Rates (included)
- 4) Sample Form D. Manufacturer's Discount Price Catalogue (Attachment)
- 5) SAMPLE FORM D. HOURLY RATES (NON-JOC) USING STATISTICAL METROPOLITAN AREAS (SMAs) (included)**
- 6) Optional Discount Price List (Attachment)
- 7) Optional Time and Materials for non-construction work pricing without markup. (Attachment)
- 8) Optional of Any Other Pricing Formats (Attachment)
- 9) Copy of Sample Instruction Model Pricing form 2-2 (Attachment)

F. SAMPLE FORM A OF VARIOUS EQUIPMENT & MATERIALS PRICING

Products	Items	Manufacturer	Catalogue Discount
Paint	5 gallon cans	Acme	
Concrete	10 pound bags	Acme	
PVC Pipes	50 feet	Acme	
Roofing Shingles	One Bundle	Acme	
Carpet Tiles	3' x 3' squares	Acme	
Compressor	2 ton	Acme	
Overhead Doors	1 ton	Acme	
Manual Overhead Door Pulley	Manual Chain	Acme	
Motorized Overhead Door Pulley	Electric Motor	Acme	
Inside Key door		Acme	
Electronic Key Door Inside	With Key pad or scanning sensor	Acme	
Electronic Key Door Outside	With Key pad or scanning sensor	Acme	
Landscape Sprinkler head	Water Pressured Pop up head	Acme	
Fire Sprinkler head		Acme	
Electronical Wire	100 feet	Acme	
Cat 5 Network Cable	100 feet	Acme	
Standing Urinal	Non-flush	Acme	
Reduced Water Toiler		Acme	
Rental of Industrial Fan	For Drying out water damage	Acme	

G. SAMPLE FORM B SERVICES HOURLY RATES

Applicable Services (non-Construction and non-JOC)		
Description	Example of Breakdown of Facility Trades for Service and Non-Construction Repairs (i.e., What is Included)	Hourly Rate
Overhead Door	Repairs-	
Water Filtration Service	Repairs	
Painting and Drywall	Painting, Hanging Drywall and Drywall Repairs	
Plumbing	-time	
Waste Water	Minor Repair, Time	
Electrical Wiring	Time	
Data Cabling	Time	
Flooring	Repairs-	
Gym Flooring	Repairs-	
Tennis Court Surfaces	Repairs	
Athletic Field Surfaces	Grooming of football field or Repairs	
Track Surfaces	Repairs	
Asphalt	Overlay or Repairs	
Bleacher Repair	Repairs	
Outside Athletic Lighting Replacement	Repairs or Replacement	
Indoor Lighting Replacements	Repairs or Replacement	
Solar Roof Panels	Repairs or Replacement	
Fire Alarm and Sprinkler Systems	Repairs	
Pouring Concrete	Overlay, Replace or Repair	
Landscaping Sprinkler Systems	Extension, Replace or Repair	
Score Boards	Repairs	
Playground Equipment	Extension, Replace or Repair	
Building Generator	Extension, Replace or Repair	
Building Back Up Batteries	Chare Up, Replace or Repair	
Electric Vehicle Charging Stations	Replace or Repair	
HVAC	Modify, Replace or Repair	
Plumbing Services	Modify, Replace or Repair	
Any other Related Repairs or installation that does not involve construction.	Installation, Replace or Repair	

H. SAMPLE FORM C OTHER TYPES OF SERVICES HOURLY RATES

Description	Example of Breakdown of Facility Trades for Service and Non-Construction Repairs (i.e., What is Included)	Hourly Rate
Inspections	Elevator	
	HVAC	
	Fire	
	Security	
	Outside Lights (Including Athletic Lighting)	
	Bleachers	
Warranty Services	Type (Extended parts & labor up to 10 years, delayed start-up)	
Site Surveys	Type (Equipment, system analysis, operational,)	
Equipment Rentals	Type (chillers, pumps, transformers, cooling towers, Building Generators rooftop)	
Statewide/Nationwide Parts Program	Type (manufactured parts, emergency parts service, miscellaneous material)	

NOTES:

1. Provide pricing discount schedules on separate page by sorted by product.
2. Provide scheduled labor rates for services. All services provided will be priced by labor rate only and no mark-up. Any miscellaneous materials mark-up shall be shown on a separate form.
3. **This is for performing work that is not categorized as construction or JOC.**

I. SAMPLE FORM D. HOURLY RATES (NON-JOC) USING STATISTICAL METROPOLITAN AREAS (SMAs)

CLASSIFICATION (non-JOC)	Hourly Rate for DFW Statistical Metropolitan Area	Example: Hourly Rate Coefficient for DFW Statistical Metropolitan Area
Bricklayers/Masons		
Carpenter/Case worker		
Carpet Layers/Floor Installers		
Overhead Door Technicians		
HVAC Helper		
HVAC Mechanic		
HVAC Technicians		
Facility Remediation Technicians		
Concrete Finishers		
Drywall Installers; Ceiling Installers		
Electricians		
Elevator Mechanics		
Heavy Equipment Operators		
ROOFING technician		
ROOFING Helper		
ROOFING Field Supervisor		
Insulators		
Laborers		
Lathers		
Landscape Technician		
General Handyman or Facility Worker		
Artificial Turf Technician		
Irrigation Technician		
Light Equipment Operators		
Millwrights		
Painters/Wall Covering Installers		
Pipefitters		
Plasterers		
Plumbers		
Project Manager		
Roofers		
Sheet Metal Workers		
Sprinkler Fitters		
Terrazzo Workers		
Tile Setters		
Water proofers/Caulkers		
Engineering Design (Shop Drawing only)		
Drafting		
Another Other Facility Trade Not Listed		

NOTES: Please provide your Hourly Rate for each category

- Include standard hourly rates and describe your standard hours
- Include overtime rates & describe your overtime hours
- Provide any per Diem rates
- Rates quoted shall be fully burden rates and will include all miscellaneous costs such as truck and tool charges, additional travel costs such as gasoline charges and other carrying costs
- Rates will be adjusted annually at renewal date based on the Producers Price Index for Industry SIC for each region. These will be considered maximum increases allowed under this contract. Prices will be adjusted solely at the discretion of AspireWorks PURCHASING COOPERATIVE contract manager.

J. SAMPLE LABOR WAGE CLASSIFICATION (non-JOC)

Worker Classification Definition Sheet	
Asbestos Worker	Worker who removes & disposes of asbestos materials.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings-vinyl tile.
Concrete Finisher	Worker, who floats, trowels and finishes concrete.
Data Comm/Telecom Installer	Worker who installs data/telephone & television cable & associated equipment and accessories
Delivery Personnel	Worker who can deliver materials to other Roofing personnel as well as work as a second man on jobs if necessary.
Drywall/Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
ROOFING technician	Roofer who performs minor Roofing repairs and roofing system maintenance. Trains Roofing Helper.
Roofing Helper	Worker who can assist a commercial Roofing technician as well as perform minor analysis and repairs
ROOFING Field Supervisor	Worker who Supervisors a commercial Roofing technician and Roofing Helper. Provide Minor Construction Estimates. Perform analysis and diagnosis of Roofing Systems and Building Envelopes.
Insulator	Worker, who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), and conveyer.
Mason	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Manager	Worker who monitors quality as well as provide technical support to all other Roofing technician skill levels and is responsible for maintaining project status and reports.

Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces
Water proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet, membrane, liquid membranes, sprayed, rolled or brushed.
Drafting	Worker to provide all system design on scaled drawings for architectural, mechanical, electrical, plumbing and civil professions.

Please provide a labor Wage Classification with labor rates for each type of work, Vendor proposes to use under this RFP.

VII. GENERAL INSTRUCTIONS

AspireWorksCoop reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to AspireWorksCoop and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

AspireWorks COOPERATIVE reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to AspireWorks COOPERATIVE and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

- 1. Customer support:** The Vendor shall provide timely and accurate technical advice and sales support to AspireWorks PURCHASING COOPERATIVE staff and AspireWorks PURCHASING COOPERATIVE participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to AspireWorks PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required
- 2. Contracts:** All contracts and agreements between a Vendor and a AspireWorks PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
- 3. Tax exempt status:** All Ohio government agencies participating in AspireWorks PURCHASING COOPERATIVE are exempt from payment of taxes under the Revised Codes Ohio, for the purchase of tangible personal property. Laws of other states shall apply within those states.
- 4. Assignments of contracts:** No assignment of contract may be made without the prior written approval of Aspire Works PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
- 5. Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 6. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any**

- favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
7. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
 8. Indemnity: The Vendor shall protect, indemnify, and hold harmless AspireWorks PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract
 9. State of Ohio Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Ohio under Chapter 171, Tax Code.
 10. The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to Aspire Works Coop and any member using the vendor’s award.
 11. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. AspireWorks PURCHASING COOPERATIVE may reject any additions, without cause.
 12. The Vendor may request price adjustments quarterly based upon the CPI. However, Aspire Works COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
 13. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
 14. Vendor will notify Aspire Works COOP of any changes in ownership and the vendor will notify any entity requesting this information.
 15. Vendor may request Aspire Works COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
 16. Publicly held Company (Vendor) shall provide most recent SEC Financial filing.
 17. Private held Company (Vendor) shall provide access to review its Financial Statement
 18. Vendor will notify Aspire Works COOP of any financial changes including changes in debt ratings. Vendor will notify Aspire Works COOP of any “supplier” putting credit holds upon the vendor and why such hold is in place. Vendor may request Aspire Works COOP sign a non-disclosure agreement regarding this matter.

19. Vendor shall offer a rebate program to agencies that meet certain minimum ordering requirements.
20. May regional groups, like Councils of Governments, Education Service Centers, State College groups or local “Piggyback Coops” pool their usage together to obtain higher “end of the year” rebates (if the Participants commit their combined usage)?
21. The Vendor agrees that upon request by Aspire Works COOP that it will promptly update contact information of references.
22. **Felony Conviction Notice (Required in Ohio) -Notification of Criminal History:** “A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement.” This notice is not required of a publicly held corporation. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on lonwave. This form should be uploaded to the “Response Attachments” of this RFP. Failure to complete this result in being given notice your proposal is being considered for award and you will be given no more than 5 business days to complete and return before being determined non-responsive.
23. **References:** The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for membership in AspireWorksCoop (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document is attached as **EXHIBIT A. REFERENCE SHEET** must be completed and uploaded.
24. **Vendor Certifications:** Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates may be scanned and uploaded to the “Response Attachments” or the Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be asked to complete and return. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.
25. **Federal Forms and Certifications:** There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in lonWave. Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.
30. **CERTIFICATIONS OF OFFEROR:** This is part of the RFP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed and uploaded with the copy of the RFP. If proposer has deviations to these documents, the vendor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM,** with the requested language to negotiate with AspireWorksCoop. The CERTIFICATIONS OF OFFEROR signature page must be submitted signed. The acceptance of any negotiated terms will be added to the

CERTIFICATIONS OF OFFEROR.

31. **AspireWorksCoop Vendor Agreement:** This agreement may be found on this RFP Attachments section on Ionwave. If proposer has deviations to these documents, the vendor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with AspireWorksCoop. Leave the AspireWorksCoop Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised AspireWorksCoop Vendor Agreement.
32. **Warranty (If applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.
33. **Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by AspireWorksCoop, the contractor must follow the process used by TOPC .

B. LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the AspireWorksCoop agreements. AspireWorksCoop has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a AspireWorksCoop awarded agreement.

C. INSURANCE REQUIREMENTS

1. **Contractor’s Commercial General Liability Insurance—**Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor’s operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
2. **Contractor’s Automobile Liability Insurance—**Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor’s operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.
3. **Contractor’s Workers’ Compensation and Employer’s Liability Coverage—**The Contractor shall comply with the provisions of the Workers’ Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers’ Compensation and Employer’s Liability Insurance in accordance with Ohio laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the

applicable requirements and laws of Ohio. TOPC , its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

4. Coverage limits—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
 - a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Ohio Claims Act or a Combined Single Limit coverage of \$1,000,000.
 - b. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Ohio or \$1,000,000.
 - c. Umbrella Liability Insurance: Liability on a following form basis with a limit \$1,000,000 per occurrence in excess of all primary limits.
5. All proposals shall include a valid Certificate of Liability Insurance showing TOPC , AspireWorks PURCHASING COOPERATIVE and individual AspireWorks PURCHASING COOPERATIVE members (if requested) as a certificate holder.
6. To protect the TOPC , Aspire Works Purchasing Cooperative, AspireWorks PURCHASING COOPERATIVE Members and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the TOPC 's and Aspire Works Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

V. Terms and Conditions

1. **Exclusivity-** Any award under this solicitation is not exclusive and AspireWorks COOPERATIVE reserves the right to multi award or not award. AspireWorks COOPERATIVE reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if AspireWorks COOPERATIVE decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer; your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to Aspire Works COOPERATIVE.
6. **Equal Pricing** – Pricing proposed shall be provided to any AspireWorks COOPERATIVE members and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to AspireWorks COOPERATIVE members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all AspireWorks COOPERATIVE members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities:** Because AspireWorks COOPERATIVE cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, AspireWorks COOPERATIVE makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the AspireWorks COOPERATIVE member needs and deciding the controlling order is at the sole discretion of Aspire Works COOPERATIVE. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.

9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. AspireWorks COOPERATIVE want pricing either in a fixed price or a discount off published or available to AspireWorks COOPERATIVE Member catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – AspireWorks COOPERATIVE will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH AspireWorks PURCHASING COOPERATIVE TOPC, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER TOPC NOR AspireWorks COOPERATIVE SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY TOPC OR Aspire Works COOPERATIVE.
12. **RESERVATION OF RIGHTS** - AspireWorks COOPERATIVE expressly reserves the right to:
- a) Reject or cancel any or all proposals;
 - b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
 - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - d) Reissue a SOLICITATION;
 - e) Consider and accept an alternate proposal as provided herein when most advantageous to AspireWorks COOPERATIVE and its members;
 - f) AspireWorks COOPERATIVE has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
 - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. AspireWorks COOPERATIVE and its members reserve the right to procure any items or services by

other means at the sole discretion of AspireWorks COOPERATIVE or its members.

- 13) **Supplemental agreements** - The AspireWorks PURCHASING COOPERATIVE Member entity participating in the AspireWorks PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. Aspire Works PURCHASING COOPERATIVE, its agents, AspireWorks PURCHASING COOPERATIVE Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires AspireWorks PURCHASING COOPERATIVE and/or AspireWorks PURCHASING COOPERATIVE Member to sign an additional agreement, those agreements shall comply with the award made by AspireWorks PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of Aspire Works PURCHASING COOPERATIVE's Agreement with vendor unless and until an authorized representative of AspireWorks PURCHASING COOPERATIVE reviews and approves it. AspireWorks PURCHASING COOPERATIVE permits AspireWorks PURCHASING COOPERATIVE Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's AspireWorks PURCHASING COOPERATIVE Agreement.
- 14) **Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and AspireWorks PURCHASING COOPERATIVE or the AspireWorks PURCHASING COOPERATIVE Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by AspireWorks PURCHASING COOPERATIVE or a AspireWorks PURCHASING COOPERATIVE Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) **Smoking** - Persons working under Agreement shall adhere to the AspireWorks PURCHASING COOPERATIVE Member's or local smoking statutes, codes or policies.
- 16) **Novation** - If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.
- 17) **Licenses** - Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. AspireWorks PURCHASING COOPERATIVE and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 18) **AspireWorks PURCHASING COOPERATIVE Member Purchasing Procedures** - Purchase orders or their equal are issued by participating AspireWorks PURCHASING COOPERATIVE Member to the awarded

vendor and should indicate on the order that the purchase is per the applicable AspireWorks PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to AspireWorks PURCHASING COOPERATIVE at AspireWorksCoop@gmail.com

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating AspireWorks PURCHASING COOPERATIVE Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to AspireWorks PURCHASING COOPERATIVE (unless prior arrangements have been made with AspireWorks PURCHASING COOPERATIVE for an alternative submission schedule).

- 19) **Incorporation of Solicitation** - The AspireWorks PURCHASING COOPERATIVE Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
- 20) **State of Ohio Franchise Tax:** By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Ohio under Chapter 171, Tax Code.
- 21) **Funding out clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
- 22) **New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. AspireWorks PURCHASING COOPERATIVE may reject any additions, without cause
- 23) **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]

VI. CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I have noted any exceptions to the RFP in my organization's response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the TOPC , on behalf of said Offeror by authority of its governing body. I am binding my organization to the terms set forth in this agreement with TOPC. I understand that there is a separate vendor agreement with Aspire Works Purchasing Cooperative. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

Required

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT A.
REFERENCE SHEET

Entity Name	City and State	Contact Person	VALID EMAIL IS REQUIRED	Phone

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT B
VENDOR PROFILE QUESTIONNAIRE

Required for Evaluation of Proposals, Failure to complete may result in your firm's response to be Non-Responsive.

Provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services. Additionally, provide a Cover Letter, a summary of response to this proposal request, of

1. Minority/Women Business Enterprise (Required by some participating governmental agencies)

- Vendor certifies that his firm is a M/WBE **Yes No**
- Please include any copies of SBA, HUB, MWBE, Veteran or any other certification.

2. Certification of Residency (Required by the State of Ohio)

- Company submitting bid is a resident bidder. **Yes No**
- Vendor's principal place of business is in the city of _____ State of _____

3. Felony Conviction Notice (Required by the State of Ohio)

- 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.)

4. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. **Yes No**

If answer is no, attach a statement detailing how pricing for AspireWorks PURCHASING COOPERATIVE participants would be calculated.

- Additional discounts for purchase of a guaranteed quantity? **Yes No**

5. Processing Information

- Company billing address where the invoice for the participation fee will be sent by Aspire Works PURCHASING COOPERATIVE:

Contact Person & Title: _____

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

- Contact person responsible for processing and confirming all purchase orders (PO's) sent by Aspire Works PURCHASING COOPERATIVE:

Contact Person & Title: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

6. Provide a Cover Letter for Response to this RFP.

7. Provide a brief history of your company, including the year it was established.

8. Provide company's official registered name.
9. Provide your company's corporate organizational chart.
10. List number of sales and service offices in Ohio, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
11. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.
12. Provide your company's Dun & Bradstreet (D&B) number.
13. Provide your income statement, balance sheet and cash flow for the past three (3) years.
14. Please define your standard terms of payment.
15. Provide a description of your company's relevant market and your position within it.
16. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
17. List your company's standard scope of work performed for preventative maintenance visits, **if this is a service your firm does.**
18. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
19. List the total dollar volume your company completes in Government Construction annually.
20. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
21. Describe your company's **facility Services and equipment customer service** plan.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____
(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

