



Aspire Works Purchasing Cooperative Contract Award

July 6, 2021

Bader Construction
Katy Bader
Address: PO Box 1044
Hondo, TX 78861
Phone: (830) 426-2906
Email: trey@cedarbeetle.com
RE: AW Awarded Contract – RCSP #2021-06-002 Full Service JOC Services-Part 2

Contract Number – 2021003002a

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 Bader Construction, Inc. This Agreement will be in effect from 07/07/2021 through 06/31/2024. There is one (1) automatic contract renewal two (2) year term optional extensions through 6/31/2026.

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 RCSP #2021-06-002 Full Service JOC Services-Part 2 to Bader Construction.

Action Required

- Approve
- Disapprove



Signature
TOPC Aspire Works COOP Administrator

July 6, 2021

Date

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:	35	33	32	0	0	0	0	0
Offeror's Reputation	25	20	20	0	0	0	0	0
Offerors Financial Capability	15	15	15	0	0	0	0	0
Offerors Experience	25	22	22	0	0	0	0	0
Total	100	90	89	0	0	0	0	0
Recommend for Award	80>	Yes	Yes	na	na	na	na	na
Evaluation committee:	Name of Solicitation							
Jeff Shokrian	RCSP #2021-6-002 Full Service JOC Services-Part 2							
Ryan Hodge	It is recommended that the following award of annual contract be made:							
Douglas Montgomery	Contract #			Award				
	2021-006-002a			Bader Construction				
	2021-006-002b			Prodigy Building Solutions				

NOTICE: This is a two-part solicitation. Part 2 of 2.

Part 1 and Part 2 are independently evaluated and are not dependent for award.

Due to changes in the procurement statutes in recent years and various interpretations of its requirements for installation of fixtures in public buildings or some projects being considered construction public works, Aspire Works COOP has determined that going to a two-part process will best meet the legal needs of all of our members.

Aspire Works COOP Members sometimes consider the installation services of the goods supplied under this contract as a public work/construction, since they may be considered fixtures or construction.

Proposing vendor may respond to part one or part 2 or to both parts. If you provide installation services, you should respond to Part 2 for the contract to be effective and usable by Aspire Works COOP members.

Failure to respond to part 2 WILL NOT affect your award chances on the Part 1.

It is acceptable to propose on only Part 1, but it may limit your sales opportunities for sales of goods and delivery/installation services. It is highly recommended that you respond to both parts to take advantage of all opportunities. If you need help with proposing the RS Means pricing model, you may contact us for assistance.

If you need help or explanation of a unit price book, Aspire Works COOP has staff that can provide some guidance, but understanding of the unit price book method is the responsibility of the proposer. The Center for Job Order Contracting of Excellence (CJE) has training programs for Unit Price Books and can be found at: <https://jocexcellence.org/>

- **Part 1** of the two-part solicitation is the goods and non-construction services section that must be procured according to *ORC* and the solicitation description is a Request for Proposals. Only services that are considered non-construction are permitted under Part 1. Example: depending on the judgment of the Aspire Works COOP Member entity, this may include installation of the Sports Facility Lighting.
- **Part 2** of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under *ORC 167.081*, Job Order Contracts. How the installation is classified is dependent on the judgment of the Aspire Works COOP member and the work involved in the specific scope of the project.

Example: if the member is purchasing a modular building and there must be engineered footings, sidewalks, awnings and walkway covers, plumbing or electrical service installed at the site for the building, they may be required by statute to engage an independent engineer and the project may be considered a construction or public works project that requires procurement according to *ORC 167.081*.

ALL OF THESE TYPES OF WORK PROJECTS ARE INCLUDED IN THE RS MEANS UNIT PRICE BOOK AND OTHER

UNIT PRICE BOOKS. FAILURE TO PROVIDE THE EXHIBIT A. JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.

- Part 2 - Installation and Construction on Site Considered a Public Work - Job Order Contract (JOC)
- Part 2 is a Request for Competitive Sealed Proposals as permitted by *ORC 167.081*.

PROCUREMENT SOLICITATION DOCUMENT

RCSP #2021-06-002

Building and Facility Trade Construction Services JOC Part 2

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 Cooperative \(TOPC\)](#)

Issued: March 30, 2021

Submission Deadline: [April 20, 2021 1 pm CDT.](#)

The Ohio Purchasing Cooperative

ATTN: Aspire Works COOP

6900 OH-18,

Hamler OH, 43524

Questions: AspireWorksCoop@gmail.com

The solicitation documents may be found at <https://791Coop.ionwave.net>

If a problem is encountered accessing the solicitation, please contact Aspire Works COOP 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 IonWave Website at: <https://791coop.ionwave.net/CurrentSourcingEvents.aspx> or on the Aspire Works coop Website at: <http://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 RCSP Response Time.

Part 2 of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under *ORC 167.081*; Job Order Contracts. How the installation is classified is dependent on the judgment of the Aspire Works COOP Member entity and the work involved in the specific scope of the project.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RCSP, 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 *ORC 167.081*." This Solicitation **is not** a Request for Proposals as permitted in the *ORC 167.081* but **RCSP #2021-03-004 Building and Facility Trade Construction Services JOC Part 2** is.

[FAILURE TO PROVIDE THE EXHIBIT A. JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.](#)

I. ABOUT Aspire Works PURCHASING COOPERATIVE (Aspire Works COOP)

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)
- Aspire Works COOP 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 Aspire Works COOP membership Agreements in the future.
- Aspire Works COO Preserves the right to extend the proposal deadline for any reason.
- Aspire Works COO Preserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of Aspire Works COOP

- 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 Aspire Works COOP Awarded Agreements.

C. Customer Service

- Aspire Works COOP staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decision.
- Aspire Works COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- Aspire Works COOP 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 Aspire Works COOP offices where they are reviewed by the Aspire Works COOP 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 Aspire Works COOP.
- **NOTE: It is always the vendor's responsibility under the Aspire Works COOP agreements to report all sales under the agreement to Aspire Works COOP.**
- 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 Council is a State of Ohio Council of Government is a Lead Agency with Aspire Works COOP and TOPC represents local governments.**
- b. Aspire Works COOP 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 Aspire Works COOP members. Also, according to the Ohio Public Information Act, any documents or information held by Aspire Works COOP "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 COOPERATIVE (TOPC) AND Aspire Works COOP IS GOVERNED BY Ohio Revised Code Section 167.03 and Chapters 3311 and 3313 of the Ohio Revised Code" 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 RCSP INSTRUCTIONS

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF TOPC, Aspire Works COOPAND Aspire Works COOPMEMBER 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 Aspire Works COOP.

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

- 1. Responses are due April 20, 2021, 1 pm CDT-by 1:00 pm central time.**
- 2. Questions regarding this RCSP will be accepted until 5:00 pm central time on April 13, 2020.**
3. Responses are requested to be uploaded into ION Wave, an online system used by Aspire Works COOP to collect and organize proposals at: (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>). Paper proposals may still be submitted to:

**The Ohio Purchasing Cooperative
ATTN: Aspire Works COOP
6900OH-18,
Hamler OH, 43524Or Mail**

4. Vendors must review the following sections of the RCSP:
 - I. **ABOUT Aspire Works PURCHASING COOPERATIVE (Aspire Works COOP)**
 - II. **SUMMARY OF RCSP INSTRUCTIONS**
 - III. **GENERAL INFORMATION** Scope of work
 - IV. **EVALUATION CRITERIA** of the RCSP
 - V. **JOB ORDER CONTRACTING DEFINITIONS**
 - VI. **PRICING FORMAT**
 - VII. **DESCRIPTION and SPECIFICATIONS**
 - VIII. **GENERAL INSTRUCTIONS**
 - IX. **TERMS AND CONDITIONS**
 - X. **CERTIFICATIONS OF OFFEROR**

EXHIBIT A. JOC PRICING SHEET – required for evaluation

EXHIBIT B. REFERENCE SHEET – required to for scoring evaluation

EXHIBIT C. VENDOR PROFILE QUESTIONNAIRE – required for scoring evaluation

EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM – required for negotiating terms and conditions
6. All Proposers must download and review the Vendor Agreement from ION Wave.
 - a. If Proposer accepts the terms and conditions as defined in the Vendor Agreement, you should submit a statement on **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS**

- FORM**, with your response stating you have no deviations or suggested changes to the Vendor Agreement.
- b. If Proposer would like to suggest language changes to the Vendor Agreement, Proposer must complete the **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into ION Wave.
 7. Deviations to any Terms, Conditions and/or Specifications, the Proposer must complete the **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into ION Wave.
 8. Proposer must answer all questions contained in the **EXHIBIT C. VENDOR PROFILE QUESTIONNAIRE** of this RCSP and upload to ION Wave e-bid system.
 9. Proposer must complete all forms and certifications that are provided as a part of this RCSP. All certification forms must be downloaded from ION Wave. The exception to this is the Forms listed in IonWave as **Required forms Combined Rev1**. This is to be completed upon notification the proposal is being evaluated for possible award.
 10. Proposer must complete all forms identified as mandatory and contained in ION Wave.
 11. Electronically sealed proposals are the preferred and most accurate method and are highly encouraged through our online procurement software, ION Wave.
 12. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
 13. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
 14. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. Aspire Works COOP reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the Aspire Works COOP members and to waive any informality in the proposal process.
 15. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by Aspire Works COOP.
 16. Addenda, if required, will be issued by Aspire Works COOP by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

Definition: The proposer responding to this RCSP may be referred to as, proposer, responder, respondent, vendor, company, firm or another similar moniker.

III. GENERAL INFORMATION

A. The financing of Aspire Works COOP and Lead Agency The Ohio Purchasing Cooperative.

1. **Aspire Works COOP Vendor Paid Fee:** The total cost of the Aspire program, is funded through an administration **fee of not to exceed 4.0%** paid to Aspire Works COOP 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 Aspire Works COOP members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.
2. Aspire Works COOP establishes a fee for each solicitation for proposals that is in the best interest of Aspire Works COOP 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 three (3) years. Awarded agreements may be extended for one (1) additional two (2)-year terms. The two (2) year extension is 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. Aspire Works COOP reserves the right to solicit additional proposals at any time it is in the best interest of Aspire Works COOP and/or its members.

2. **Termination for Cause:** Aspire Works COOP Por 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 Aspire Works COOP with 90 days written notice in order to protect the interests of the Aspire Works COOP members that may be in negotiation.
3. **Vendor Questions:** Questions about this solicitation shall be submitted to AspireWorksCoop@gmail.com with the following in the subject line: "RCSP #2021-03-004 Building and Facility Trade Construction Services Part #2 contractor question." Questions of a ministerial nature will be answered without an addendum (791coop.ionwave.net/CurrentSourcingEvents.aspx), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by Aspire Works COOP will be addressed by properly posted addendum.

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

4. **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, Aspire Works COOP reserves the right to determine if a Pre-Bid Meeting is held or not held.

5. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

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

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

Aspire Works COOP 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. EVALUATION CRITERIA (for JOC Part 2)

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. Aspire Works COOP will base a recommendation for award on factors permitted by the *ORC 167.081*. The factors which will be considered and weighted points in each area as follows (100 total points):

Aspire Works COOP 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. Aspire Works COOP shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are permitted for consideration by *Ohio Revised Code 167.081*.

1. **Offeror's Price: 35 points maximum weight.** Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, and, if requested or proposed, any other line-item pricing. Any Regular Hours Multiplier **Coefficient proposed on the JOC PRICING SHEET greater than 1.5 will receive no points.** A proposal with a **Coefficient less than 1, will receive maximum points.** Offerors shall provide an example of a "sample price" for a project using the selected coefficient(s) and Unit price Book on **EXHIBIT A. JOC PRICING SHEET** with back up information to support the arrived upon project price. This shall also be used to determine scoring for pricing. **Pricing has the largest weight for the evaluation criteria.**
2. **Offeror's experience: 25 points maximum weight.** Scoring may be based on references, information provided in the response or staff knowledge, number of years' experience in state and local government Construction, number of years' experience with state or local government JOC programs or any other information available to Aspire Works COOP evaluators. Vendor must supply documentation that they have been in business at least five (5) years and preferably ten (10) years.
3. **Offeror's reputation: 25 points maximum weight.** Scoring may be based on references, information provided in the response or Aspire Works COOP staff knowledge or any other information available to Aspire Works COOP evaluators. Vendors are required to provide five (5) References (preferably Government) that the vendor has completed projects for over the past 10 years. References are to include the government entity with: City and State; Contact Name; Contact Email Address, Contact Phone number; Dollar Volume of Projects completed (see **EXHIBIT B. REFERENCE FORM** at the end of this RCSP).
4. **Offerors financial capability: 15 points maximum weight.** Scoring may be based on bonding capacity as provided by proposer in the form of letters from the proposer's bonding surety(ies). Bonding capacity greater than \$2 million will receive maximum points. Bonding capacity less than \$25,000 will receive no points. Bonding capacity between \$25,000 and \$2 million will receive a point total between 0 and 15. Offerors shall provide documentation from a surety licensed to do business in Ohio demonstrating their Bonding Capacity. Alternately, Offerors may submit a Financial Statement for evaluation of their financial capability.

To ensure confidentiality, please include with the signed CONFIDENTIAL INFORMATION CLAIM FORM with the Attachments on the IONWAVE online bidding site where this RCSP is posted for download (*The Ohio Attorney General or the Courts will determine if it is confidential*).

PROPOSERS FALLING BELOW A 75-POINT THRESHOLD ON PART 2 EVALUATION SECTION WILL NOT BE CONSIDERED FOR AN AWARD.

V. JOB ORDER CONTRACTING DEFINITIONS

A. Specific Definitions

1. **CITY COST INDEX:** Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.
2. **COEFFICIENT:** The contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line-item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent Aspire Works COOP management fee, final site cleanup and all contingencies.
3. **JOB ORDER:** A line-item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement by the Aspire Works COOP member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.
4. **JOB ORDER CONTRACTING (JOC):** The variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line-item delivery orders (job orders) to include under State of Ohio minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.
5. **JOB ORDER PROPOSAL:** The response from the contractor to the Aspire Works COOP Member from the clients request for a specific project. It will contain the line-item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.
6. **NON-PRE-PRICED ITEMS:** Those items that cannot be found or reasonably compared to listed line items in the UPB.
7. **PURCHASE ORDER:** The Aspire Works COOP member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and Aspire Works COOP members will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.
8. **PREMIUM HOURS:** Defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the Aspire Works COOP members for each delivery order and noted in the delivery order proposal as a line item during negotiations.
9. **REGULAR HOURS:** Defined as those hours between the hours of 6 AM and 6 PM, local time to the location of the project, Monday thru Friday and not occurring on a listed holiday below in section entitled "Proposal Instructions" #3. These hours include any lunch or other meal period for workers. All time, whether regular or premium hours, are subject to all labor regulations, including overtime as required by law.

B. SITE REQUIREMENTS (WHEN APPLICABLE TO SERVICE OR JOB)

1. **Cleanup:** Awarded contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Aspire Works COOP Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean, and unobstructed condition.
2. **Preparation:** Awarded contractor shall not begin a project for which Aspire Works COOP Member has not prepared the site, unless awarded contractor does the preparation work at no cost, or until Aspire Works COOP Member includes the cost of site preparation in a purchase order.
3. **Site preparation** includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
4. **Registered sex offender restrictions:** For work to be performed at schools, awarded contractor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Aspire Works COOP **Member's discretion**.
5. **Awarded contractor** must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
6. **Safety measures:** Awarded contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded contractor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
7. **Right to Work:** Pursuant to any award under this RCSP, Aspire Works COOP, per Ohio Revised Code 167.081:
 - a) may not consider whether a person is a member of or has another relationship with any organization; and
 - b) shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.
8. **Smoking:** Persons working under contract shall adhere to local smoking policies of the Aspire Works COOP member. Smoking will only be permitted in posted areas or off premises.
9. **Services:** When applicable and depending on the laws of the Aspire Works COOP member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the Aspire Works COOP member's local and state purchasing requirements. In Ohio, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to Aspire Works COOP. The actual cost of the bond will be a pass through to the Aspire Works COOP member and added to the purchase order/contract.
10. **ENGINEERING AND ARCHITECTURAL SERVICES:** IT IS NOT PERMITTED IN OHIO AND SOME OTHER

JURISDICTIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES (A&E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL COOPERATIVE CONTRACT SUCH AS THIS ONE. THE Aspire Works COOPMEMBER, IF REQUIRED BY LAW, MUST ENGAGE INDEPENDENT A&E PROVIDERS ACCORDING TO THE STATUTORY REQUIREMENTS OF THEIR JURISDICTION TO PROVIDE, BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING: PLANS, DRAWINGS, SPECIFICATION, APPROVAL, REVIEW, SUPERVISION, ETC.

11. **Scope of Services:** The specific scope of work for each job shall be determined in advance and in writing between Aspire Works COOP Member and Awarded contractor. It is okay if the Aspire Works COOP member provides a general scope, but the awarded contractor should provide a written scope of work to the Aspire Works COOP member as part of the proposal. Once the scope of the job is agreed to, the Aspire Works COOP member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the Aspire Works COOP member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base Aspire Works COOP contract.
12. **Project Delivery Order Procedures:** The Aspire Works COOP member having approved and signed an interlocal agreement or other Aspire Works COOP membership document, may make a request of the awarded contractor under this contract when the Aspire Works COOP member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded contractor shall contact the Aspire Works COOP member as soon as possible but must make contact with the Aspire Works COOP member within two working days.
13. **Scheduling of Projects:** Scheduling of projects (if applicable) will be accomplished when the Aspire Works COOP member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded contractor shall notify the client and have the Aspire Works COOP member inspect the work for acceptance under the scope and terms in the PO. The Aspire Works COOP member will issue in writing any corrective actions that are required. Upon completion of these items, the Aspire Works COOP member will issue a completion notice and final payment will be issued.
14. **Support Requirements:** If there is a dispute between the awarded contractor and Aspire Works COOP member, Aspire Works COOP or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. Aspire Works COOP, or its representatives, reserves the right to inspect any project and audit the awarded contractors Aspire Works COOP project files, documentation, and correspondence.
15. **Costs Pass Through:** Bonding cost, taxes and permit fees paid by the contractor for a Job Order Contract for a Aspire Works COOP member shall pass through the cost at no markup to the Aspire Works COOP member. Other pass-through costs, if desired, may be determined with the member at the time of contract negotiation.

VI. PRICING FORMAT

Depending on the scope and circumstances, the pricing of may be required by ORC 167.081 to be procured by a method enumerated in the statute. The method permitted by a purchasing cooperative such as Aspire Works COOP is the Job Order Contract (JOC) method. The statute requires the use of a unit pricing model and the Unit Price book Aspire Works COOP specifies is the RS Means Price book. The statute also requires the pricing to be submitted as a coefficient of the Unit Price Book's line-item prices. The part 2 pricing sheet provides for your proposal of the coefficient and a markup for non-listed items.

It is the intention of Aspire Works COOP to establish an agreement for delivery of installation and ancillary services that are considered by the Aspire Works COOP member as a public work construction. An example this solicitation is for a project for Sports Facility Lighting of this solicitation, Playground equipment, an overhead door, flooring replacement, and other trades for the entire project to be performed under Part 2.

Due to the varied scope and nature of these types of projects, Aspire Works COOP members in various jurisdictions have different interpretations of what is and what is not a public work construction project requiring the Job Order Contracting (JOC) procurement process under Ohio Statutes. Therefore, Aspire Works COOP is providing the option for members that require the JOC process to procure those services relating to this solicitation using this contract.

FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.

Proposers must provide pricing based on a multiplier coefficient of the R.S. Means (or other price book) price book sections for the categories solicited.

A. Pricing

- 1. Wage Rates:** Aspire Works COOP members usually, depending on the jurisdiction, have to designate or follow specific wage rates for their construction projects. Many times, this is Davis-Bacon Act and sometimes it may be another local wage rate determination. Regardless, the contractor must comply with the designated wage rates and the RS Means Unit Price Book has taken into account the local wage rates for the specific geographic area where work is to be performed.
- 2. Job Order Contracting (JOC):** It is the intention of Aspire Works COOP to establish a contract to furnish and/or deliver construction services using the Job Order Contracting construction delivery method. The work includes minor construction, repair, rehabilitation, and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.
- 3. Unit Price Book (UPB):** It is the intention of Aspire Works COOP that the current edition of RS Means Facilities Construction Cost Data at the time of the project acceptance – the published quarterly updates will be utilized.
- 4. Estimating Requirements:** Awarded contractor must use RS Means Online. Aspire Works COOP will consider: Cost Works; JOC Works; 4 Clicks; or other approved estimating software. These other estimating software programs must be approved by Aspire Works COOP prior to awarded vendors utilizing them in this contract.

5. **Alternate Unit Price Book (AUPB)** may be submitted. Offerors shall submit Unit Price Books other than RS Means shall submit sufficient information to determine if the alternative Unit Price Book is acceptable for this program. Aspire Works COOP is the sole determiner of this but may seek advice for the Center for JOC Excellence or CJE. Examples of AUPB are 4BT, Blue Book and others.
6. **Software Licenses:** Offerors shall provide one (1) User license for Aspire Works COOP for whichever Unit Price Book; the Offeror chooses to submit in response to this RCSP. **Additionally**, any state or local government or non-profit that agrees to a certain volume determined in this RCSP, may receive one (1) or more User's license of the submitted Unit Price Book or please state the Project volume necessary to receive one (1) User License for review of contractor quotations.
7. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. 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 Aspire Works COOP participating members.
8. A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) from RS Means. When a specific project or job order is issued, Aspire Works COOP member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Pricing will be evaluated based upon completion of **EXHIBIT A. JOC PRICING SHEET**.
9. **Offeror's Pricing: EXHIBIT A. JOC PRICING SHEET must be downloaded from the "EXHIBITS" section of the RCSP, completed and uploaded to the copy of this RSCP with signatures. Offeror has the option of submitting a different document formatted differently for pricing with the Signed copy of this RCSP as long as pricing form has the same information.**

FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.
10. **Bonding:** Proposer must provide a letter from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Ohio and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments".
11. Proposers submitting Financial Statements in lieu of this will be required to submit a letter within 5 business days to the Aspire Works COOP, from their surety upon notice of Contract Award. Members may ask for Performance and Payment Bonds prior to beginning any work in accordance with Ohio Statues or the statutes in the state the work is being performed.

B. PRICING – UNIT PRICE BOOK

Pricing will be evaluated based upon completion of **EXHIBIT A. JOC PRICING SHEET**.

The Part 2 contract will include, but not limited to, the following RS Means Divisions:

- RS Means (Division 1 – General Conditions)
- RS Means (Division 2 – Existing Conditions)
- RS Means (Division 3 – Concrete)
- RS Means (Division 5 – Metals)
- RS Means (Division 6 – Woods and Plastics)
- RS Means (Division 9 – Finishes)
- RS Means (Division 11 – Equipment)
- RS Means (Division 12 – Furnishings)
- RS Means (Division 13 - Special Construction)
- RS Means (Division 26 - Electrical)
- RS Means (Division 31 - Earthwork)
- RS Means (Division 32 - Exterior Improvements) RS Means (All Other Divisions)

Enter a multiplier coefficient in the “All Divisions” field on EXHIBIT A. JOC PRICING SHEET. See EXHIBIT A. JOC PRICING SHEET, immediately following Section X. CERTIFICATIONS OF OFFEROR

EXHIBIT A. JOC PRICING SHEET must be completed and uploaded with a copy this RCSP with **Section X. CERTIFICATIONS OF OFFEROR** completed and signed by the Offeror. Failure to complete this will result in Vendor’s proposal being non-responsive and not evaluated.

VII. DESCRIPTION and SPECIFICATIONS

A. UNIT PRICE BOOK (RS MEANS)

1. **The Part 2 INSTALLATION SERVICES** section of this awarded contract will use a job order contract (JOC) for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive proposals to perform various separate job orders in the future, during the life of the contract. Contract award is based on the bid coefficient factor which the contractor will multiply against “pre-priced” R.S. Mean’s unit price book. The bid coefficient factor represents all of the contractor’s costs (indirect and direct), overhead and profit. The other adjustment factor is updated annually based on the City Cost Index published for the closest location.
2. **The Part 2 scope is exclusive to the contractor.** The most important decision in administering the Part 2 contract is therefore the drafting of the scope. Because the contractor has been selected and the unit price is fixed (by the unit price book and the contractor’s coefficient factor), the Part 2 contract allows contractor input prior to design, which can expedite the work.
3. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. 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 Aspire Works COOP participating members.
4. A contract will be established with standard specifications and pricing based upon a coefficient that is applied to an R.S. Means Unit Price Book (UPB). When a specific project or job order is issued, Aspire Works COOP members and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Based on the scope of work, the contractor may apply a coefficient less than the Aspire Works COOP contractor coefficients, if agreed upon by the contractor and the Aspire Works COOP member.
5. Pricing will be evaluated based upon completion of EXHIBIT A. JOC PRICING SHEET.
 - RS Means (Division 1 – General Conditions)
 - RS Means (Division 2 – Existing Conditions)
 - RS Means (Division 3 – Concrete)
 - RS Means (Division 5 – Metals)
 - RS Means (Division 6 – Woods and Plastics)
 - RS Means (Division 9 – Finishes)
 - RS Means (Division 11 – Equipment)
 - RS Means (Division 12 – Furnishings)
 - RS Means (Division 13 - Special Construction)
 - RS Means (Division 26 - Electrical)
 - RS Means (Division 31 - Earthwork)
 - RS Means (Division 32 - Exterior Improvements) RS Means (All Other Divisions)
6. **Enter a multiplier coefficient in the “All Divisions” field on the Pricing [EXHIBIT A. JOC PRICING SHEET](#).**

EXHIBIT A. JOC PRICING SHEET in the Exhibits section at the end of this RCSP must be downloaded, completed and uploaded with a copy of the signed RCSP in **Section X. CERTIFICATIONS OF OFFEROR**.

B. BUILDING AND FACILITY JOC TRADE CONSTRUCTION SERVICES

Many of these trades overlap. Vendors must provide a co-efficient for each division it will need to work in to perform its primary construction Trade. An example is an HVAC Contractor, may need to do Plumbing, Electrical, Roofing, Drywall and other trades. Another example is a Roofing Contractor may need to do HVAC, Electrical, Plumbing and other trades.

1. **Roofing Systems:** Including HVAC, Electrical, Plumbing, Skylights, Solar Roof Panels, Window Replacement or Sealing, and other trades necessary to complete projects.
2. **HVAC:** Including Chiller Plants, HAVC Systems, Building Automation Controls, Boilers, Plumbing and other trades necessary to complete projects.
3. **Plumbing Services:** Including Drywall, Pipes, Fittings, Water Fountains, and other trades necessary to complete projects.
4. **Athletic Facilities:** Including Natural Turf, Artificial Turf, Bleachers, Score Boards, Tennis Courts, Athletic Tracks, Irrigation, Team Dugouts and Benches, Gym Flooring, Facility Lighting, Electrical, Athletic Audio Systems and other trades necessary to complete projects.
5. **Electrical Wiring & Data Cabling:** Including Electrical Wiring, Electrical Outlets and Components, Data Wiring and Components, Drywall, Ceiling and other trades necessary to complete projects.
6. **Lighting:** Including Indoor Lighting Replacements, Outside of Buildings Lighting Replacement, Parking Lot Lighting Replacement, Electrical and other trades necessary to complete projects.
7. **Flooring:** Including Carpet Flooring, Hardwood Flooring, Laminate Flooring, Vinyl Tile, Concrete Flooring Services and other trades necessary to complete projects.
8. **Water Treatment:** Including Water Filtration Equipment, Wastewater Equipment, Plumbing, Motor Replacement/Repairs, Valve Replacements/Repairs, and other trades necessary to complete projects.
9. **Concrete and Asphalt:** Including Pouring Concrete Laying Asphalt for Parking Lots and Sidewalks
10. **Security Systems:** Including Security Cameras, Biometric Readers, Intrusion Alarms, Panic Buttons, Key Card Readers (for opening doors), Metal Detectors, Conveyor Belts (for checking items while entering Building), X-ray Machines, Visitor Information system, Security Electronic Database, other trades necessary to complete projects.
11. **Fire Systems:** Including Fire Alarms, Fire Sprinkler Systems, Fire Suppression Systems, and other trades necessary to complete projects.
12. **Swimming Pools:** Including Renovating and repairing swimming pools, Plumbing, Electrical and other trades necessary to complete projects.
13. **Landscape Sprinkler Systems:** Including Building Grounds, FFA gardens or Farming projects, Athletic Fields, and Golf Courses (where allowed) and other trades necessary to complete projects.
14. **Electric Vehicle Charging Stations:** Including Power Grid and Solar Powered Stations for charging all Electric Vehicles (Cars, Trucks, Forklifts, Golf Carts, Buses, Tractors, and Riding Lawn Mowers and all the trades necessary to complete these projects.
15. **Painting:** Including Indoors, Outdoors, Signs, Cabinets, Walls, and other trades necessary to complete projects.
16. **Woodwork:** Including Framing, Cabinets, Built-in Bookcases & Fixtures, Carpentry and other

trades necessary to complete projects,

17. **Drywall and Plexiglas:** Including Repair walls, replace walls, build new walls, Install Plexiglas walls inside the building, and other trades necessary to complete projects.

Other Facility and Building Trades

18. **Playground Equipment:** Including any other trades necessary to complete projects.
19. **Overhead Door:** Including any other trades necessary to complete projects.
20. **Doors and Locks:** Including any other trades necessary to complete projects.
21. **Windows:** Including any other trades necessary to complete projects.
22. **Building Back Up Generator:** Including any other trades necessary to complete projects.
23. **Configuring and Installing Back Up Batteries:** Including other trades necessary to complete projects.
24. **Remediation:** Including all trades necessary to minimize damage and to repair damage to facilities.
25. **Any other Related Repairs or installation:** Including other trades necessary to complete projects.

C. Ohio Revise Code 167.081

Ohio Revised Code

Section 167.081 Authority of regional council to contract on a per unit basis.

Effective: September 29, 2011

Legislation: House Bill 153 - 129th General Assembly

A regional council may enter into a contract that establishes a unit price for, and provides upon a per unit basis, materials, labor, services, overhead, profit, and associated expenses for the repair, enlargement, improvement, or demolition of a building or structure if the contract is awarded pursuant to a competitive bidding procedure of a county, municipal corporation, or township or a special district, school district, or other political subdivision that is a council member; a statewide consortium of which the council is a member; or a multistate consortium of which the council is a member.

A public notice requirement pertaining to the contract shall be considered as having been met if the public notice is given once a week for at least two consecutive weeks in a newspaper of general circulation within a county in this state in which the council has members and if the notice is posted on the council's internet web site for at least two consecutive weeks before the date specified for receiving bids.

A county, municipal corporation, or township and a special district, school district, or other political subdivision that is a council member may participate in a contract entered into under this section.

Purchases under a contract entered into under this section are exempt from any competitive selection or bidding requirements otherwise required by law. A county, municipal corporation, or township or a special district, school district, or other political subdivision that is a member of the council is not entitled to participate in a contract entered into under this section if it has received bids for the same work under another contract, unless participation in a contract under this section will enable the member to obtain the same work, upon the same terms, conditions, and specifications, at a lower price.

VIII. GENERAL INSTRUCTIONS

A. Instructions:

Aspire Works COOP 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 Aspire Works COOP 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 Aspire Works PURCHASING COOPERATIVE staff and Aspire Works 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 Aspire Works PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required.
2. Contracts: All contracts and agreements between a Vendor and a Aspire Works 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 Aspire Works PURCHASING COOPERATIVE are exempt from payment of taxes under ORC 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 Aspire Works 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 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. Aspire Works PURCHASING COOPERATIVE may reject any additions, without cause.
12. 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.
13. 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.
14. The Vendor agrees to honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.
15. Vendor will notify Aspire Works COOP of any changes in ownership and the vendor will notify any entity requesting this information.
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 shall offer a rebate program to agencies that meet certain minimum ordering requirements.
26. **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.

ORC. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on Ionwave. This form should be uploaded to the “Response Attachments” of this RCSP. 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.

27. **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 Aspire Works COOP (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 B. REFERENCE SHEET** must be completed and uploaded.
28. **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.
29. **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 IonWave. 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 RCSP 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 RCSP. If proposer has deviations to these documents, the vendor must identify them under **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with Aspire Works COOP. 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. **Aspire Works COOP Vendor Agreement:** This agreement may be found on this RCSP Attachments section on IonWave. If proposer has deviations to these documents, the vendor must identify them under a copy of **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with Aspire Works COOP. Leave the Aspire Works COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised Aspire Works COOP 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 Aspire Works COOP, 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 Aspire Works COOP agreements. Aspire Works COOP has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a Aspire Works COOP 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, Aspire Works Purchasing Cooperative and individual Aspire Works Purchasing Cooperative members (if requested) as a certificate holder.
 6. To protect the TOPC, Aspire Works Purchasing Cooperative, Aspire Works 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.

IX. TERMS AND CONDITIONS

1. **Exclusivity**- Any award under this solicitation is not exclusive and Aspire Works COOP reserves the right to multi award or not award. Aspire Works COOP 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 Aspire Works COOP 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, complete CONFIDENTIAL INFORMATION CLAIM form. This form is listed in the RCSP attachment section of IonWave and makes 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 COOP.
6. **Equal Pricing** – Pricing proposed shall be provided to any Aspire Works COOP member 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 Aspire Works COOP members and for the vendor to be more competitive in that particular circumstance of sales opportunity.
7. **Estimated Quantities**: Because Aspire Works COOP cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, Aspire Works COOP 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 Aspire Works COOP member needs and deciding the controlling order is at the sole discretion of Aspire Works COOP. 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. **Evaluation** – Aspire Works COOP 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.

- 10. LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH Aspire Works COOPTOPC, 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 Aspire Works 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.
- 11. RESERVATION OF RIGHTS -** Aspire Works COOP 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 Aspire Works COOP and its members.
 - f) Aspire Works COOP 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. Aspire Works COOP and its members reserve the right to procure any items or services by other means at the sole discretion of Aspire Works COOP or its members.
- 13) Supplemental agreements -** The Aspire Works COOP Member entity participating in the Aspire Works COOP 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 COOP, its agents, Aspire Works COOP 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 Aspire Works COOP and/or Aspire Works COOP Member to sign an additional agreement, those agreements shall comply with

the award made by Aspire Works COOP 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 Aspire Works COOP reviews and approves it. Aspire Works COOP permits Aspire Works COOP Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's Aspire Works COOP Agreement.

- 14) Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and Aspire Works COOP or the Aspire Works COOP 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 Aspire Works COOP or a Aspire Works COOP 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 Aspire Works COOP 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. Aspire Works COOP 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) Aspire Works COOP Member Purchasing Procedures** - Purchase orders or their equal are issued by participating Aspire Works COOP Member to the awarded vendor and should indicate on the order that the purchase is per the applicable Aspire Works COOP Agreement number. Orders are typically emailed to Aspire Works COO Pat AspireWorksCoop@gmail.com
 - Awarded vendor delivers goods/services directly to the participating member.
 - Awarded vendor invoices the participating Aspire Works COOP Member directly.
 - Awarded vendor receives payment directly from the participating member.
 - Awarded vendor reports sales monthly to Aspire Works COOP (unless prior arrangements have been made with Aspire Works COOP for an alternative submission schedule).
- 19) Incorporation of Solicitation** - The Aspire Works COOP 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.

X. 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 RCSP 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.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT A.
JOC PRICING SHEET

Required document to be completed and submitted by the due date and time.

If you are uncertain how to complete this form, please call for guidance so you are not disqualified.

Job Order Contract (JOC) as permitted by ORC 167.081

RCSP #2021-006-002

Building and Facility Trade Construction Services JOC Part 2

Building Installation/Construction on site considered a Public Work (JOC)

There is additional information in the RCSP document on RS Means. You may go to the RS Means website to learn more about this price book. <https://www.rsmeans.com> The RS Means Price Book is adjusted for different geographic areas by using a City Cost Index multiplier for each location. This is in the definitions section of the RCSP document. Example: The current Dallas' City Cost Index is 86.9% and it is included in the sample calculation below.

EXAMPLE:

Unit Price Book cost	\$100.00
City Cost Index (Dallas)	.869
Contractor Coefficient	.95
Formula	(UPB) x (City Cost Index) x (Contractor Coefficient)
Cost To Aspire Works COOP Member	(\$100.00) x (.869) x (.95)
	= \$82.555
Aspire Works COOP Fee	(\$82.555) x (.04) = \$3.3022
Net To Contractor	(\$82.555) – (\$3.3022) = \$79.2528

TO BE CONSIDERED FOR PART 2, YOU MUST ENTER THE COEFFICIENT you propose IN ALL THREE OF THE BLANKS BELOW to apply to the RS Means Price Book Pre-Priced Tasks for all divisions and to the Non-Pre-Priced Markup.

1. RS Means (All Divisions) _____ Regular Hours Multiplier Coefficient
2. RS Means (All Divisions) _____ After Hours Multiplier Coefficient
3. Non-Pre-Priced Markup _____ Multiplier Coefficient* or markup percentage

*(Non-pre-priced line items are items not found in the Unit Price Book. Enter in the blank above your coefficient markup that includes overhead and profit.)
(EXAMPLE: 1.30 would be a 30% markup. Cost of item not in book \$100.00 x 1.3 coefficient = \$130.00 price to Aspire Works Purchasing Cooperative Member)

Any regular hour's coefficient of 1.5 or greater will receive 0 points for the pricing criterion.

EXHIBIT A

JOC PRICING SHEET

Required document to be completed and submitted by the due date and time.

Individual Coefficient Multipliers		
Individual RS Means Divisions:	Regular Hours Multiplier Coefficient	After Hours Multiplier Coefficient
RS Means (Division 1 – General Conditions)		
RS Means (Division 2 – Existing Conditions)		
RS Means (Division 3 – Concrete)		
RS Means (Division 5 – Metals)		
RS Means (Division 6 – Woods and Plastics)		
RS Means (Division 9 – Finishes)		
RS Means (Division 11 – Equipment)		
RS Means (Division 12 – Furnishings)		
RS Means (Division 13 - Special Construction)		
RS Means (Division 26 - Electrical)		
RS Means (Division 31 - Earthwork)		
RS Means (Division 32 - Exterior Improvements)		
RS Means (All Other Divisions)		
Non-Pre-Priced Markup		

Please list the geographic markets where you are licensed, and desire to perform work. You may select national coverage or states. **CIRCLE the appropriate answer below 1 or 2.**

1. National Coverage
2. States – List the abbreviation of each desired state in the space below. (Example: AR, MO, TX, Etc.)

Contractor Name _____

Authorized Representative Name _____

Authorized Title _____

Authorized Representative Signature _____

(Required)

Date _____

By signing this form, the Vendor certifying that the Authorized individual is in fact authorized to bind this firm to an agreement. Furthermore, the Vendor is offering these prices that shall remain firm for the duration of the contract award unless approved by Aspire Works Purchasing Cooperative and TOPC. This document shall become part of any agreement with TOPC and Aspire Works Purchasing Cooperative.

EXHIBIT B
REFERENCE SHEET
REQUIRED FORM

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 C

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 Aspire Works 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 RCSP.

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. Describe the scope of sales/field support your company would make available to government entities.
16. Please describe the quality program(s) within your company and the program which measures your service work.
17. List the dollar volume your company completes in construction annually.
18. Describe how your company tracks completion of repairs construction projects.
19. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
20. List the total dollar volume your company completes in Government Construction annually.
21. List the other functions your company can provide regarding JOC.
22. Describe what project scheduling tools your company use to track projects during construction
23. Describe how your company handles site development and project permitting process.
24. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
25. Describe your company's construction management plan.
26. Describe your company's safety program during construction.

- 27. Provide your company's administrative support resources
- 28. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
- 29. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
- 30. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
- 31. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
- 32. Identify the process of receiving a purchase order to the ordering of equipment.
- 33. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
- 34. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT D.
EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM

Company Name _____

Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal. If none are noted, please write N/A in the chart below and sign it.

Page Number	Paragraph #	Term, Condition or Specification	Exception

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____
(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

NOTICE: This is a two-part solicitation. Part 2 of 2.

Part 1 and Part 2 are independently evaluated and are not dependent for award.

Due to changes in the procurement statutes in recent years and various interpretations of its requirements for installation of fixtures in public buildings or some projects being considered construction public works, Aspire Works COOP has determined that going to a two-part process will best meet the legal needs of all of our members.

Aspire Works COOP Members sometimes consider the installation services of the goods supplied under this contract as a public work/construction, since they may be considered fixtures or construction.

Proposing vendor may respond to part one or part 2 or to both parts. If you provide installation services, you should respond to Part 2 for the contract to be effective and usable by Aspire Works COOP members.

Failure to respond to part 2 WILL NOT affect your award chances on the Part 1.

It is acceptable to propose on only Part 1, but it may limit your sales opportunities for sales of goods and delivery/installation services. It is highly recommended that you respond to both parts to take advantage of all opportunities. If you need help with proposing the RS Means pricing model, you may contact us for assistance.

If you need help or explanation of a unit price book, Aspire Works COOP has staff that can provide some guidance, but understanding of the unit price book method is the responsibility of the proposer. The Center for Job Order Contracting of Excellence (CJE) has training programs for Unit Price Books and can be found at: <https://jocexcellence.org/>

- **Part 1** of the two-part solicitation is the goods and non-construction services section that must be procured according to *ORC* and the solicitation description is a Request for Proposals. Only services that are considered non-construction are permitted under Part 1. Example: depending on the judgment of the Aspire Works COOP Member entity, this may include installation of the Sports Facility Lighting.
- **Part 2** of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under *ORC 167.081*, Job Order Contracts. How the installation is classified is dependent on the judgment of the Aspire Works COOP member and the work involved in the specific scope of the project.

Example: if the member is purchasing a modular building and there must be engineered footings, sidewalks, awnings and walkway covers, plumbing or electrical service installed at the site for the building, they may be required by statute to engage an independent engineer and the project may be considered a construction or public works project that requires procurement according to *ORC 167.081*.

ALL OF THESE TYPES OF WORK PROJECTS ARE INCLUDED IN THE RS MEANS UNIT PRICE BOOK AND OTHER

UNIT PRICE BOOKS. FAILURE TO PROVIDE THE EXHIBIT A. JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.

- Part 2 - Installation and Construction on Site Considered a Public Work - Job Order Contract (JOC)
- Part 2 is a Request for Competitive Sealed Proposals as permitted by *ORC 167.081*.

PROCUREMENT SOLICITATION DOCUMENT

RCSP #2021-06-002

Building and Facility Trade Construction Services JOC Part 2

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 Cooperative \(TOPC\)](#)

Issued: March 30, 2021

Submission Deadline: [April 20, 2021 1 pm CDT.](#)

The Ohio Purchasing Cooperative

ATTN: Aspire Works COOP

6900 OH-18,

Hamler OH, 43524

Questions: AspireWorksCoop@gmail.com

The solicitation documents may be found at <https://791Coop.ionwave.net>

If a problem is encountered accessing the solicitation, please contact Aspire Works COOP 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 IonWave Website at: <https://791coop.ionwave.net/CurrentSourcingEvents.aspx> or on the Aspire Works coop Website at: <http://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 RCSP Response Time.

Part 2 of the two-part solicitation is the installation section for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under *ORC 167.081*; Job Order Contracts. How the installation is classified is dependent on the judgment of the Aspire Works COOP Member entity and the work involved in the specific scope of the project.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RCSP, 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 *ORC 167.081*." This Solicitation **is not** a Request for Proposals as permitted in the *ORC 167.081* but **RCSP #2021-03-004 Building and Facility Trade Construction Services JOC Part 2** is.

[FAILURE TO PROVIDE THE EXHIBIT A. JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.](#)

I. ABOUT Aspire Works PURCHASING COOPERATIVE (Aspire Works COOP)

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)
- Aspire Works COOP 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 Aspire Works COOP membership Agreements in the future.
- Aspire Works COO Preserves the right to extend the proposal deadline for any reason.
- Aspire Works COO Preserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of Aspire Works COOP

- 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 Aspire Works COOP Awarded Agreements.

C. Customer Service

- Aspire Works COOP staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decision.
- Aspire Works COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- Aspire Works COOP 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 Aspire Works COOP offices where they are reviewed by the Aspire Works COOP 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 Aspire Works COOP.
- **NOTE: It is always the vendor's responsibility under the Aspire Works COOP agreements to report all sales under the agreement to Aspire Works COOP.**
- 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 Council is a State of Ohio Council of Government is a Lead Agency with Aspire Works COOP and TOPC represents local governments.**
- b. Aspire Works COOP 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 Aspire Works COOP members. Also, according to the Ohio Public Information Act, any documents or information held by Aspire Works COOP "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 COOPERATIVE (TOPC) AND Aspire Works COOP IS GOVERNED BY Ohio Revised Code Section 167.03 and Chapters 3311 and 3313 of the Ohio Revised Code" 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 RCSP INSTRUCTIONS

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF TOPC, Aspire Works COOPAND Aspire Works COOPMEMBER 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 Aspire Works COOP.

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

- 1. Responses are due April 20, 2021, 1 pm CDT-by 1:00 pm central time.**
- 2. Questions regarding this RCSP will be accepted until 5:00 pm central time on April 13, 2020.**
3. Responses are requested to be uploaded into ION Wave, an online system used by Aspire Works COOP to collect and organize proposals at: (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>). Paper proposals may still be submitted to:

**The Ohio Purchasing Cooperative
ATTN: Aspire Works COOP
6900OH-18,
Hamler OH, 43524Or Mail**

4. Vendors must review the following sections of the RCSP:
 - I. **ABOUT Aspire Works PURCHASING COOPERATIVE (Aspire Works COOP)**
 - II. **SUMMARY OF RCSP INSTRUCTIONS**
 - III. **GENERAL INFORMATION** Scope of work
 - IV. **EVALUATION CRITERIA** of the RCSP
 - V. **JOB ORDER CONTRACTING DEFINITIONS**
 - VI. **PRICING FORMAT**
 - VII. **DESCRIPTION and SPECIFICATIONS**
 - VIII. **GENERAL INSTRUCTIONS**
 - IX. **TERMS AND CONDITIONS**
 - X. **CERTIFICATIONS OF OFFEROR**

EXHIBIT A. JOC PRICING SHEET – required for evaluation

EXHIBIT B. REFERENCE SHEET – required to for scoring evaluation

EXHIBIT C. VENDOR PROFILE QUESTIONNAIRE – required for scoring evaluation

EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM – required for negotiating terms and conditions
6. All Proposers must download and review the Vendor Agreement from ION Wave.
 - a. If Proposer accepts the terms and conditions as defined in the Vendor Agreement, you should submit a statement on **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS**

- FORM**, with your response stating you have no deviations or suggested changes to the Vendor Agreement.
- b. If Proposer would like to suggest language changes to the Vendor Agreement, Proposer must complete the **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into ION Wave.
 7. Deviations to any Terms, Conditions and/or Specifications, the Proposer must complete the **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** and uploaded the requested changes to the Vendor Agreement with their proposal into ION Wave.
 8. Proposer must answer all questions contained in the **EXHIBIT C. VENDOR PROFILE QUESTIONNAIRE** of this RCSP and upload to ION Wave e-bid system.
 9. Proposer must complete all forms and certifications that are provided as a part of this RCSP. All certification forms must be downloaded from ION Wave. The exception to this is the Forms listed in IonWave as **Required forms Combined Rev1**. This is to be completed upon notification the proposal is being evaluated for possible award.
 10. Proposer must complete all forms identified as mandatory and contained in ION Wave.
 11. Electronically sealed proposals are the preferred and most accurate method and are highly encouraged through our online procurement software, ION Wave.
 12. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
 13. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
 14. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. Aspire Works COOP reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the Aspire Works COOP members and to waive any informality in the proposal process.
 15. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by Aspire Works COOP.
 16. Addenda, if required, will be issued by Aspire Works COOP by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

Definition: The proposer responding to this RCSP may be referred to as, proposer, responder, respondent, vendor, company, firm or another similar moniker.

III. GENERAL INFORMATION

A. The financing of Aspire Works COOP and Lead Agency The Ohio Purchasing Cooperative.

1. **Aspire Works COOP Vendor Paid Fee:** The total cost of the Aspire program, is funded through an administration **fee of not to exceed 4.0%** paid to Aspire Works COOP 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 Aspire Works COOP members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.
2. Aspire Works COOP establishes a fee for each solicitation for proposals that is in the best interest of Aspire Works COOP 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 three (3) years. Awarded agreements may be extended for one (1) additional two (2)-year terms. The two (2) year extension is 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. Aspire Works COOP reserves the right to solicit additional proposals at any time it is in the best interest of Aspire Works COOP and/or its members.

2. **Termination for Cause:** Aspire Works COOP Por 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 Aspire Works COOP with 90 days written notice in order to protect the interests of the Aspire Works COOP members that may be in negotiation.
3. **Vendor Questions:** Questions about this solicitation shall be submitted to AspireWorksCoop@gmail.com with the following in the subject line: "RCSP #2021-03-004 Building and Facility Trade Construction Services Part #2 contractor question." Questions of a ministerial nature will be answered without an addendum (791coop.ionwave.net/CurrentSourcingEvents.aspx), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by Aspire Works COOP will be addressed by properly posted addendum.

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

4. **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, Aspire Works COOP reserves the right to determine if a Pre-Bid Meeting is held or not held.

5. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

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

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

Aspire Works COOP 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. EVALUATION CRITERIA (for JOC Part 2)

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. Aspire Works COOP will base a recommendation for award on factors permitted by the *ORC 167.081*. The factors which will be considered and weighted points in each area as follows (100 total points):

Aspire Works COOP 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. Aspire Works COOP shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are permitted for consideration by *Ohio Revised Code 167.081*.

1. **Offeror's Price: 35 points maximum weight.** Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, and, if requested or proposed, any other line-item pricing. Any Regular Hours Multiplier **Coefficient proposed on the JOC PRICING SHEET greater than 1.5 will receive no points.** A proposal with a **Coefficient less than 1, will receive maximum points.** Offerors shall provide an example of a "sample price" for a project using the selected coefficient(s) and Unit price Book on **EXHIBIT A. JOC PRICING SHEET** with back up information to support the arrived upon project price. This shall also be used to determine scoring for pricing. **Pricing has the largest weight for the evaluation criteria.**
2. **Offeror's experience: 25 points maximum weight.** Scoring may be based on references, information provided in the response or staff knowledge, number of years' experience in state and local government Construction, number of years' experience with state or local government JOC programs or any other information available to Aspire Works COOP evaluators. Vendor must supply documentation that they have been in business at least five (5) years and preferably ten (10) years.
3. **Offeror's reputation: 25 points maximum weight.** Scoring may be based on references, information provided in the response or Aspire Works COOP staff knowledge or any other information available to Aspire Works COOP evaluators. Vendors are required to provide five (5) References (preferably Government) that the vendor has completed projects for over the past 10 years. References are to include the government entity with: City and State; Contact Name; Contact Email Address, Contact Phone number; Dollar Volume of Projects completed (see **EXHIBIT B. REFERENCE FORM** at the end of this RCSP).
4. **Offerors financial capability: 15 points maximum weight.** Scoring may be based on bonding capacity as provided by proposer in the form of letters from the proposer's bonding surety(ies). Bonding capacity greater than \$2 million will receive maximum points. Bonding capacity less than \$25,000 will receive no points. Bonding capacity between \$25,000 and \$2 million will receive a point total between 0 and 15. Offerors shall provide documentation from a surety licensed to do business in Ohio demonstrating their Bonding Capacity. Alternately, Offerors may submit a Financial Statement for evaluation of their financial capability.

To ensure confidentiality, please include with the signed CONFIDENTIAL INFORMATION CLAIM FORM with the Attachments on the IONWAVE online bidding site where this RCSP is posted for download (*The Ohio Attorney General or the Courts will determine if it is confidential*).

PROPOSERS FALLING BELOW A 75-POINT THRESHOLD ON PART 2 EVALUATION SECTION WILL NOT BE CONSIDERED FOR AN AWARD.

V. JOB ORDER CONTRACTING DEFINITIONS

A. Specific Definitions

- 1. CITY COST INDEX:** Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.
- 2. COEFFICIENT:** The contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line-item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent Aspire Works COOP management fee, final site cleanup and all contingencies.
- 3. JOB ORDER:** A line-item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement by the Aspire Works COOP member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.
- 4. JOB ORDER CONTRACTING (JOC):** The variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line-item delivery orders (job orders) to include under State of Ohio minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.
- 5. JOB ORDER PROPOSAL:** The response from the contractor to the Aspire Works COOP Member from the clients request for a specific project. It will contain the line-item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.
- 6. NON-PRE-PRICED ITEMS:** Those items that cannot be found or reasonably compared to listed line items in the UPB.
- 7. PURCHASE ORDER:** The Aspire Works COOP member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and Aspire Works COOP members will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.
- 8. PREMIUM HOURS:** Defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the Aspire Works COOP members for each delivery order and noted in the delivery order proposal as a line item during negotiations.
- 9. REGULAR HOURS:** Defined as those hours between the hours of 6 AM and 6 PM, local time to the location of the project, Monday thru Friday and not occurring on a listed holiday below in section entitled "Proposal Instructions" #3. These hours include any lunch or other meal period for workers. All time, whether regular or premium hours, are subject to all labor regulations, including overtime as required by law.

B. SITE REQUIREMENTS (WHEN APPLICABLE TO SERVICE OR JOB)

1. **Cleanup:** Awarded contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Aspire Works COOP Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean, and unobstructed condition.
2. **Preparation:** Awarded contractor shall not begin a project for which Aspire Works COOP Member has not prepared the site, unless awarded contractor does the preparation work at no cost, or until Aspire Works COOP Member includes the cost of site preparation in a purchase order.
3. **Site preparation** includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
4. **Registered sex offender restrictions:** For work to be performed at schools, awarded contractor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Aspire Works COOP **Member's discretion**.
5. **Awarded contractor** must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
6. **Safety measures:** Awarded contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded contractor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
7. **Right to Work:** Pursuant to any award under this RCSP, Aspire Works COOP, per Ohio Revised Code 167.081:
 - a) may not consider whether a person is a member of or has another relationship with any organization; and
 - b) shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.
8. **Smoking:** Persons working under contract shall adhere to local smoking policies of the Aspire Works COOP member. Smoking will only be permitted in posted areas or off premises.
9. **Services:** When applicable and depending on the laws of the Aspire Works COOP member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the Aspire Works COOP member's local and state purchasing requirements. In Ohio, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to Aspire Works COOP. The actual cost of the bond will be a pass through to the Aspire Works COOP member and added to the purchase order/contract.
10. **ENGINEERING AND ARCHITECTURAL SERVICES:** IT IS NOT PERMITTED IN OHIO AND SOME OTHER

JURISDICTIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES (A&E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL COOPERATIVE CONTRACT SUCH AS THIS ONE. THE Aspire Works COOPMEMBER, IF REQUIRED BY LAW, MUST ENGAGE INDEPENDENT A&E PROVIDERS ACCORDING TO THE STATUTORY REQUIREMENTS OF THEIR JURISDICTION TO PROVIDE, BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING: PLANS, DRAWINGS, SPECIFICATION, APPROVAL, REVIEW, SUPERVISION, ETC.

11. **Scope of Services:** The specific scope of work for each job shall be determined in advance and in writing between Aspire Works COOP Member and Awarded contractor. It is okay if the Aspire Works COOP member provides a general scope, but the awarded contractor should provide a written scope of work to the Aspire Works COOP member as part of the proposal. Once the scope of the job is agreed to, the Aspire Works COOP member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the Aspire Works COOP member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base Aspire Works COOP contract.
12. **Project Delivery Order Procedures:** The Aspire Works COOP member having approved and signed an interlocal agreement or other Aspire Works COOP membership document, may make a request of the awarded contractor under this contract when the Aspire Works COOP member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded contractor shall contact the Aspire Works COOP member as soon as possible but must make contact with the Aspire Works COOP member within two working days.
13. **Scheduling of Projects:** Scheduling of projects (if applicable) will be accomplished when the Aspire Works COOP member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded contractor shall notify the client and have the Aspire Works COOP member inspect the work for acceptance under the scope and terms in the PO. The Aspire Works COOP member will issue in writing any corrective actions that are required. Upon completion of these items, the Aspire Works COOP member will issue a completion notice and final payment will be issued.
14. **Support Requirements:** If there is a dispute between the awarded contractor and Aspire Works COOP member, Aspire Works COOP or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. Aspire Works COOP, or its representatives, reserves the right to inspect any project and audit the awarded contractors Aspire Works COOP project files, documentation, and correspondence.
15. **Costs Pass Through:** Bonding cost, taxes and permit fees paid by the contractor for a Job Order Contract for a Aspire Works COOP member shall pass through the cost at no markup to the Aspire Works COOP member. Other pass-through costs, if desired, may be determined with the member at the time of contract negotiation.

VI. PRICING FORMAT

Depending on the scope and circumstances, the pricing of may be required by ORC 167.081 to be procured by a method enumerated in the statute. The method permitted by a purchasing cooperative such as Aspire Works COOP is the Job Order Contract (JOC) method. The statute requires the use of a unit pricing model and the Unit Price book Aspire Works COOP specifies is the RS Means Price book. The statute also requires the pricing to be submitted as a coefficient of the Unit Price Book's line-item prices. The part 2 pricing sheet provides for your proposal of the coefficient and a markup for non-listed items.

It is the intention of Aspire Works COOP to establish an agreement for delivery of installation and ancillary services that are considered by the Aspire Works COOP member as a public work construction. An example this solicitation is for a project for Sports Facility Lighting of this solicitation, Playground equipment, an overhead door, flooring replacement, and other trades for the entire project to be performed under Part 2.

Due to the varied scope and nature of these types of projects, Aspire Works COOP members in various jurisdictions have different interpretations of what is and what is not a public work construction project requiring the Job Order Contracting (JOC) procurement process under Ohio Statutes. Therefore, Aspire Works COOP is providing the option for members that require the JOC process to procure those services relating to this solicitation using this contract.

FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.

Proposers must provide pricing based on a multiplier coefficient of the R.S. Means (or other price book) price book sections for the categories solicited.

A. Pricing

- 1. Wage Rates:** Aspire Works COOP members usually, depending on the jurisdiction, have to designate or follow specific wage rates for their construction projects. Many times, this is Davis-Bacon Act and sometimes it may be another local wage rate determination. Regardless, the contractor must comply with the designated wage rates and the RS Means Unit Price Book has taken into account the local wage rates for the specific geographic area where work is to be performed.
- 2. Job Order Contracting (JOC):** It is the intention of Aspire Works COOP to establish a contract to furnish and/or deliver construction services using the Job Order Contracting construction delivery method. The work includes minor construction, repair, rehabilitation, and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.
- 3. Unit Price Book (UPB):** It is the intention of Aspire Works COOP that the current edition of RS Means Facilities Construction Cost Data at the time of the project acceptance – the published quarterly updates will be utilized.
- 4. Estimating Requirements:** Awarded contractor must use RS Means Online. Aspire Works COOP will consider: Cost Works; JOC Works; 4 Clicks; or other approved estimating software. These other estimating software programs must be approved by Aspire Works COOP prior to awarded vendors utilizing them in this contract.

5. **Alternate Unit Price Book (AUPB)** may be submitted. Offerors shall submit Unit Price Books other than RS Means shall submit sufficient information to determine if the alternative Unit Price Book is acceptable for this program. Aspire Works COOP is the sole determiner of this but may seek advice for the Center for JOC Excellence or CJE. Examples of AUPB are 4BT, Blue Book and others.
6. **Software Licenses:** Offerors shall provide one (1) User license for Aspire Works COOP for whichever Unit Price Book; the Offeror chooses to submit in response to this RCSP. **Additionally**, any state or local government or non-profit that agrees to a certain volume determined in this RCSP, may receive one (1) or more User's license of the submitted Unit Price Book or please state the Project volume necessary to receive one (1) User License for review of contractor quotations.
7. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. 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 Aspire Works COOP participating members.
8. A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) from RS Means. When a specific project or job order is issued, Aspire Works COOP member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Pricing will be evaluated based upon completion of **EXHIBIT A. JOC PRICING SHEET**.
9. **Offeror's Pricing: EXHIBIT A. JOC PRICING SHEET must be downloaded from the "EXHIBITS" section of the RCSP, completed and uploaded to the copy of this RSCP with signatures. Offeror has the option of submitting a different document formatted differently for pricing with the Signed copy of this RCSP as long as pricing form has the same information.**

FAILURE TO PROVIDE THE JOC PRICING SHEET WITH YOUR PROPOSAL SHALL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION PART 2.
10. **Bonding:** Proposer must provide a letter from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Ohio and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments".
11. Proposers submitting Financial Statements in lieu of this will be required to submit a letter within 5 business days to the Aspire Works COOP, from their surety upon notice of Contract Award. Members may ask for Performance and Payment Bonds prior to beginning any work in accordance with Ohio Statues or the statutes in the state the work is being performed.

B. PRICING – UNIT PRICE BOOK

Pricing will be evaluated based upon completion of **EXHIBIT A. JOC PRICING SHEET**.

The Part 2 contract will include, but not limited to, the following RS Means Divisions:

- RS Means (Division 1 – General Conditions)
- RS Means (Division 2 – Existing Conditions)
- RS Means (Division 3 – Concrete)
- RS Means (Division 5 – Metals)
- RS Means (Division 6 – Woods and Plastics)
- RS Means (Division 9 – Finishes)
- RS Means (Division 11 – Equipment)
- RS Means (Division 12 – Furnishings)
- RS Means (Division 13 - Special Construction)
- RS Means (Division 26 - Electrical)
- RS Means (Division 31 - Earthwork)
- RS Means (Division 32 - Exterior Improvements) RS Means (All Other Divisions)

Enter a multiplier coefficient in the “All Divisions” field on EXHIBIT A. JOC PRICING SHEET. See EXHIBIT A. JOC PRICING SHEET, immediately following Section X. CERTIFICATIONS OF OFFEROR

EXHIBIT A. JOC PRICING SHEET must be completed and uploaded with a copy this RCSP with **Section X. CERTIFICATIONS OF OFFEROR** completed and signed by the Offeror. Failure to complete this will result in Vendor’s proposal being non-responsive and not evaluated.

VII. DESCRIPTION and SPECIFICATIONS

A. UNIT PRICE BOOK (RS MEANS)

1. **The Part 2 INSTALLATION SERVICES** section of this awarded contract will use a job order contract (JOC) for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive proposals to perform various separate job orders in the future, during the life of the contract. Contract award is based on the bid coefficient factor which the contractor will multiply against “pre-priced” R.S. Mean’s unit price book. The bid coefficient factor represents all of the contractor’s costs (indirect and direct), overhead and profit. The other adjustment factor is updated annually based on the City Cost Index published for the closest location.
2. **The Part 2 scope is exclusive to the contractor.** The most important decision in administering the Part 2 contract is therefore the drafting of the scope. Because the contractor has been selected and the unit price is fixed (by the unit price book and the contractor’s coefficient factor), the Part 2 contract allows contractor input prior to design, which can expedite the work.
3. The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. 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 Aspire Works COOP participating members.
4. A contract will be established with standard specifications and pricing based upon a coefficient that is applied to an R.S. Means Unit Price Book (UPB). When a specific project or job order is issued, Aspire Works COOP members and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Based on the scope of work, the contractor may apply a coefficient less than the Aspire Works COOP contractor coefficients, if agreed upon by the contractor and the Aspire Works COOP member.
5. Pricing will be evaluated based upon completion of EXHIBIT A. JOC PRICING SHEET.
 - RS Means (Division 1 – General Conditions)
 - RS Means (Division 2 – Existing Conditions)
 - RS Means (Division 3 – Concrete)
 - RS Means (Division 5 – Metals)
 - RS Means (Division 6 – Woods and Plastics)
 - RS Means (Division 9 – Finishes)
 - RS Means (Division 11 – Equipment)
 - RS Means (Division 12 – Furnishings)
 - RS Means (Division 13 - Special Construction)
 - RS Means (Division 26 - Electrical)
 - RS Means (Division 31 - Earthwork)
 - RS Means (Division 32 - Exterior Improvements) RS Means (All Other Divisions)
6. Enter a multiplier coefficient in the “All Divisions” field on the Pricing [**EXHIBIT A. JOC PRICING SHEET.**](#)

EXHIBIT A. JOC PRICING SHEET in the Exhibits section at the end of this RCSP must be downloaded, completed and uploaded with a copy of the signed RCSP in **Section X. CERTIFICATIONS OF OFFEROR.**

B. BUILDING AND FACILITY JOC TRADE CONSTRUCTION SERVICES

Many of these trades overlap. Vendors must provide a co-efficient for each division it will need to work in to perform its primary construction Trade. An example is an HVAC Contractor, may need to do Plumbing, Electrical, Roofing, Drywall and other trades. Another example is a Roofing Contractor may need to do HVAC, Electrical, Plumbing and other trades.

1. **Roofing Systems:** Including HVAC, Electrical, Plumbing, Skylights, Solar Roof Panels, Window Replacement or Sealing, and other trades necessary to complete projects.
2. **HVAC:** Including Chiller Plants, HAVC Systems, Building Automation Controls, Boilers, Plumbing and other trades necessary to complete projects.
3. **Plumbing Services:** Including Drywall, Pipes, Fittings, Water Fountains, and other trades necessary to complete projects.
4. **Athletic Facilities:** Including Natural Turf, Artificial Turf, Bleachers, Score Boards, Tennis Courts, Athletic Tracks, Irrigation, Team Dugouts and Benches, Gym Flooring, Facility Lighting, Electrical, Athletic Audio Systems and other trades necessary to complete projects.
5. **Electrical Wiring & Data Cabling:** Including Electrical Wiring, Electrical Outlets and Components, Data Wiring and Components, Drywall, Ceiling and other trades necessary to complete projects.
6. **Lighting:** Including Indoor Lighting Replacements, Outside of Buildings Lighting Replacement, Parking Lot Lighting Replacement, Electrical and other trades necessary to complete projects.
7. **Flooring:** Including Carpet Flooring, Hardwood Flooring, Laminate Flooring, Vinyl Tile, Concrete Flooring Services and other trades necessary to complete projects.
8. **Water Treatment:** Including Water Filtration Equipment, Wastewater Equipment, Plumbing, Motor Replacement/Repairs, Valve Replacements/Repairs, and other trades necessary to complete projects.
9. **Concrete and Asphalt:** Including Pouring Concrete Laying Asphalt for Parking Lots and Sidewalks
10. **Security Systems:** Including Security Cameras, Biometric Readers, Intrusion Alarms, Panic Buttons, Key Card Readers (for opening doors), Metal Detectors, Conveyor Belts (for checking items while entering Building), X-ray Machines, Visitor Information system, Security Electronic Database, other trades necessary to complete projects.
11. **Fire Systems:** Including Fire Alarms, Fire Sprinkler Systems, Fire Suppression Systems, and other trades necessary to complete projects.
12. **Swimming Pools:** Including Renovating and repairing swimming pools, Plumbing, Electrical and other trades necessary to complete projects.
13. **Landscape Sprinkler Systems:** Including Building Grounds, FFA gardens or Farming projects, Athletic Fields, and Golf Courses (where allowed) and other trades necessary to complete projects.
14. **Electric Vehicle Charging Stations:** Including Power Grid and Solar Powered Stations for charging all Electric Vehicles (Cars, Trucks, Forklifts, Golf Carts, Buses, Tractors, and Riding Lawn Mowers and all the trades necessary to complete these projects.
15. **Painting:** Including Indoors, Outdoors, Signs, Cabinets, Walls, and other trades necessary to complete projects.
16. **Woodwork:** Including Framing, Cabinets, Built-in Bookcases & Fixtures, Carpentry and other

trades necessary to complete projects,

17. **Drywall and Plexiglas:** Including Repair walls, replace walls, build new walls, Install Plexiglas walls inside the building, and other trades necessary to complete projects.

Other Facility and Building Trades

18. **Playground Equipment:** Including any other trades necessary to complete projects.
19. **Overhead Door:** Including any other trades necessary to complete projects.
20. **Doors and Locks:** Including any other trades necessary to complete projects.
21. **Windows:** Including any other trades necessary to complete projects.
22. **Building Back Up Generator:** Including any other trades necessary to complete projects.
23. **Configuring and Installing Back Up Batteries:** Including other trades necessary to complete projects.
24. **Remediation:** Including all trades necessary to minimize damage and to repair damage to facilities.
25. **Any other Related Repairs or installation:** Including other trades necessary to complete projects.

C. Ohio Revise Code 167.081

Ohio Revised Code

Section 167.081 Authority of regional council to contract on a per unit basis.

Effective: September 29, 2011

Legislation: House Bill 153 - 129th General Assembly

A regional council may enter into a contract that establishes a unit price for, and provides upon a per unit basis, materials, labor, services, overhead, profit, and associated expenses for the repair, enlargement, improvement, or demolition of a building or structure if the contract is awarded pursuant to a competitive bidding procedure of a county, municipal corporation, or township or a special district, school district, or other political subdivision that is a council member; a statewide consortium of which the council is a member; or a multistate consortium of which the council is a member.

A public notice requirement pertaining to the contract shall be considered as having been met if the public notice is given once a week for at least two consecutive weeks in a newspaper of general circulation within a county in this state in which the council has members and if the notice is posted on the council's internet web site for at least two consecutive weeks before the date specified for receiving bids.

A county, municipal corporation, or township and a special district, school district, or other political subdivision that is a council member may participate in a contract entered into under this section.

Purchases under a contract entered into under this section are exempt from any competitive selection or bidding requirements otherwise required by law. A county, municipal corporation, or township or a special district, school district, or other political subdivision that is a member of the council is not entitled to participate in a contract entered into under this section if it has received bids for the same work under another contract, unless participation in a contract under this section will enable the member to obtain the same work, upon the same terms, conditions, and specifications, at a lower price.

VIII. GENERAL INSTRUCTIONS

A. Instructions:

Aspire Works COOP 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 Aspire Works COOP 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 Aspire Works PURCHASING COOPERATIVE staff and Aspire Works 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 Aspire Works PURCHASING COOPERATIVE staff regarding products and services supplied by the Vendor if required.
2. Contracts: All contracts and agreements between a Vendor and a Aspire Works 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 Aspire Works PURCHASING COOPERATIVE are exempt from payment of taxes under ORC 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 Aspire Works 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 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. Aspire Works PURCHASING COOPERATIVE may reject any additions, without cause.
12. 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.
13. 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.
14. The Vendor agrees to honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.
15. Vendor will notify Aspire Works COOP of any changes in ownership and the vendor will notify any entity requesting this information.
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 shall offer a rebate program to agencies that meet certain minimum ordering requirements.
26. **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.

ORC. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on Ionwave. This form should be uploaded to the “Response Attachments” of this RCSP. 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.

27. **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 Aspire Works COOP (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 B. REFERENCE SHEET** must be completed and uploaded.
28. **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.
29. **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 IonWave. 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 RCSP 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 RCSP. If proposer has deviations to these documents, the vendor must identify them under **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with Aspire Works COOP. 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. **Aspire Works COOP Vendor Agreement:** This agreement may be found on this RCSP Attachments section on IonWave. If proposer has deviations to these documents, the vendor must identify them under a copy of **EXHIBIT D. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with Aspire Works COOP. Leave the Aspire Works COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised Aspire Works COOP 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 Aspire Works COOP, 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 Aspire Works COOP agreements. Aspire Works COOP has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a Aspire Works COOP 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, Aspire Works Purchasing Cooperative and individual Aspire Works Purchasing Cooperative members (if requested) as a certificate holder.
 6. To protect the TOPC, Aspire Works Purchasing Cooperative, Aspire Works 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.

IX. TERMS AND CONDITIONS

1. **Exclusivity**- Any award under this solicitation is not exclusive and Aspire Works COOP reserves the right to multi award or not award. Aspire Works COOP 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 Aspire Works COOP 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, complete CONFIDENTIAL INFORMATION CLAIM form. This form is listed in the RCSP attachment section of IonWave and makes 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 COOP.
6. **Equal Pricing** – Pricing proposed shall be provided to any Aspire Works COOP member 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 Aspire Works COOP members and for the vendor to be more competitive in that particular circumstance of sales opportunity.
7. **Estimated Quantities**: Because Aspire Works COOP cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, Aspire Works COOP 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 Aspire Works COOP member needs and deciding the controlling order is at the sole discretion of Aspire Works COOP. 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. **Evaluation** – Aspire Works COOP 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.

- 10. LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH Aspire Works COOPTOPC, 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 Aspire Works 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.
- 11. RESERVATION OF RIGHTS -** Aspire Works COOP 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 Aspire Works COOP and its members.
 - f) Aspire Works COOP 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. Aspire Works COOP and its members reserve the right to procure any items or services by other means at the sole discretion of Aspire Works COOP or its members.
- 13) Supplemental agreements -** The Aspire Works COOP Member entity participating in the Aspire Works COOP 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 COOP, its agents, Aspire Works COOP 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 Aspire Works COOP and/or Aspire Works COOP Member to sign an additional agreement, those agreements shall comply with

the award made by Aspire Works COOP 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 Aspire Works COOP reviews and approves it. Aspire Works COOP permits Aspire Works COOP Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's Aspire Works COOP Agreement.

- 14) Survival Clause** - All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and Aspire Works COOP or the Aspire Works COOP 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 Aspire Works COOP or a Aspire Works COOP 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 Aspire Works COOP 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. Aspire Works COOP 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) Aspire Works COOP Member Purchasing Procedures** - Purchase orders or their equal are issued by participating Aspire Works COOP Member to the awarded vendor and should indicate on the order that the purchase is per the applicable Aspire Works COOP Agreement number. Orders are typically emailed to Aspire Works COO Pat AspireWorksCoop@gmail.com
 - Awarded vendor delivers goods/services directly to the participating member.
 - Awarded vendor invoices the participating Aspire Works COOP Member directly.
 - Awarded vendor receives payment directly from the participating member.
 - Awarded vendor reports sales monthly to Aspire Works COOP (unless prior arrangements have been made with Aspire Works COOP for an alternative submission schedule).
- 19) Incorporation of Solicitation** - The Aspire Works COOP 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.

X. 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 RCSP 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.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT A.
JOC PRICING SHEET

Required document to be completed and submitted by the due date and time.

If you are uncertain how to complete this form, please call for guidance so you are not disqualified.

Job Order Contract (JOC) as permitted by ORC 167.081

RCSP #2021-006-002

Building and Facility Trade Construction Services JOC Part 2

Building Installation/Construction on site considered a Public Work (JOC)

There is additional information in the RCSP document on RS Means. You may go to the RS Means website to learn more about this price book. <https://www.rsmeans.com> The RS Means Price Book is adjusted for different geographic areas by using a City Cost Index multiplier for each location. This is in the definitions section of the RCSP document. Example: The current Dallas' City Cost Index is 86.9% and it is included in the sample calculation below.

EXAMPLE:

Unit Price Book cost	\$100.00
City Cost Index (Dallas)	.869
Contractor Coefficient	.95
Formula	(UPB) x (City Cost Index) x (Contractor Coefficient)
Cost To Aspire Works COOP Member	(\$100.00) x (.869) x (.95)
	= \$82.555
Aspire Works COOP Fee	(\$82.555) x (.04) = \$3.3022
Net To Contractor	(\$82.555) – (\$3.3022) = \$79.2528

TO BE CONSIDERED FOR PART 2, YOU MUST ENTER THE COEFFICIENT you propose IN ALL THREE OF THE BLANKS BELOW to apply to the RS Means Price Book Pre-Priced Tasks for all divisions and to the Non-Pre-Priced Markup.

1. RS Means (All Divisions) _____ Regular Hours Multiplier Coefficient
2. RS Means (All Divisions) _____ After Hours Multiplier Coefficient
3. Non-Pre-Priced Markup _____ Multiplier Coefficient* or markup percentage

*(Non-pre-priced line items are items not found in the Unit Price Book. Enter in the blank above your coefficient markup that includes overhead and profit.)
(EXAMPLE: 1.30 would be a 30% markup. Cost of item not in book \$100.00 x 1.3 coefficient = \$130.00 price to Aspire Works Purchasing Cooperative Member)

Any regular hour's coefficient of 1.5 or greater will receive 0 points for the pricing criterion.

EXHIBIT A

JOC PRICING SHEET

Required document to be completed and submitted by the due date and time.

Individual Coefficient Multipliers		
Individual RS Means Divisions:	Regular Hours Multiplier Coefficient	After Hours Multiplier Coefficient
RS Means (Division 1 – General Conditions)		
RS Means (Division 2 – Existing Conditions)		
RS Means (Division 3 – Concrete)		
RS Means (Division 5 – Metals)		
RS Means (Division 6 – Woods and Plastics)		
RS Means (Division 9 – Finishes)		
RS Means (Division 11 – Equipment)		
RS Means (Division 12 – Furnishings)		
RS Means (Division 13 - Special Construction)		
RS Means (Division 26 - Electrical)		
RS Means (Division 31 - Earthwork)		
RS Means (Division 32 - Exterior Improvements)		
RS Means (All Other Divisions)		
Non-Pre-Priced Markup		

Please list the geographic markets where you are licensed, and desire to perform work. You may select national coverage or states. **CIRCLE the appropriate answer below 1 or 2.**

1. National Coverage
2. States – List the abbreviation of each desired state in the space below. (Example: AR, MO, TX, Etc.)

Contractor Name _____

Authorized Representative Name _____

Authorized Title _____

Authorized Representative Signature _____

(Required)

Date _____

By signing this form, the Vendor certifying that the Authorized individual is in fact authorized to bind this firm to an agreement. Furthermore, the Vendor is offering these prices that shall remain firm for the duration of the contract award unless approved by Aspire Works Purchasing Cooperative and TOPC. This document shall become part of any agreement with TOPC and Aspire Works Purchasing Cooperative.

EXHIBIT B
REFERENCE SHEET
REQUIRED FORM

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 C

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 Aspire Works 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 RCSP.

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. Describe the scope of sales/field support your company would make available to government entities.
16. Please describe the quality program(s) within your company and the program which measures your service work.
17. List the dollar volume your company completes in construction annually.
18. Describe how your company tracks completion of repairs construction projects.
19. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
20. List the total dollar volume your company completes in Government Construction annually.
21. List the other functions your company can provide regarding JOC.
22. Describe what project scheduling tools your company use to track projects during construction
23. Describe how your company handles site development and project permitting process.
24. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
25. Describe your company's construction management plan.
26. Describe your company's safety program during construction.

- 27. Provide your company's administrative support resources
- 28. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
- 29. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
- 30. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
- 31. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
- 32. Identify the process of receiving a purchase order to the ordering of equipment.
- 33. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
- 34. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT D.
EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM

Company Name _____

Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal. If none are noted, please write N/A in the chart below and sign it.

Page Number	Paragraph #	Term, Condition or Specification	Exception

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____