

## REQUEST FOR PROPOSALS

### ***SOURCING ALLIANCE/EQUALIS GROUP: PLAYGROUND EQUIPMENT & RELATED SOLUTIONS PROGRAM***

**RFP # 2020.05.4**

**Issued By:**

***The Cooperative Council of Governments  
On Behalf of Sourcing Alliance***

**6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139**

**Dated:**

***May 29<sup>th</sup>, 2020***

# REQUEST FOR PROPOSALS (RFP)

## SOURCING ALLIANCE/EQUALIS GROUP: PLAYGROUND EQUIPMENT & RELATED SOLUTIONS PROGRAM

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### SOURCING ALLIANCE/EQUALIS GROUP: PLAYGROUND EQUIPMENT & RELATED SOLUTIONS PROGRAM

## SECTION I. GENERAL PURPOSE & TIMEFRAME

### 1.1 Sourcing Alliance/Equalis Group Overview

This request for proposal (“**RFP**”) is published by the Cooperative Council of Governments (“**CCOG**”) for the purpose of creating a Playground Equipment & Related Solutions program (the “**Program**”) that will be available to current and future members of [Sourcing Alliance](#) & [Equalis Group](#) (the “**Members**”).

Sourcing Alliance/Equalis Group’s purpose is simple: to enable Members to more effectively fulfill their purpose by leveraging group purchasing and procurement expertise to save Members time and money, unleashing financial and human capital to reinvest in providing the best possible service to their constituents, customers, and stakeholders.

CCOG is a Council of Governments is an Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is Sourcing Alliance’s lead public agency and, in that role, conducts formal public sector competitive solicitation processes in compliance with applicable public sector procurement guidelines to select a winning supplier (a “**Winning Supplier**”) to provide products and services to Members. Collaborent Group, Ltd. (“**Collaborent**”) is a management consulting firm that serves as the administrative representative for both CCOG and Sourcing Alliance/Equalis Group. Collaborent manages CCOG’s program development, procurement, supplier relationship, marketing, sales, reporting, and financial activities. Throughout this RFP document, CCOG and Collaborent are collectively referred to as “**Sourcing Alliance**”.

At the conclusion of this RFP process, CCOG will award a contract to the Winning Supplier(s). That group purchasing agreement (the “**Group Purchasing Agreement**”) will be a three-party agreement between a Winning Supplier (as the service provider), CCOG (as the public sector contract holder), and Collaborent (as the Program manager and contract manager). This Group Purchasing Agreement is an already-procured contract vehicle upon which current and prospective Members can “**piggyback**” to purchase products and/or services from a Winning Supplier without having to conduct their own bid or request for proposal process, similar to state term contracts and federal General Services Administration (“**GSA**”) schedules.

The Winning Supplier(s) and Collaborent will also enter into a separate management agreement (the “**Administration Agreement**”) which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between the parties. The Winning Supplier and Collaborent will work closely together to develop and implement marketing and sales strategies to drive program adoption with current and future Members across the country; there are approximately 94,000 local governments (such as municipalities, counties, and special districts) and educational institutions (K-12 schools, colleges, and universities) eligible to join Sourcing Alliance/Equalis Group and piggyback on Sourcing Alliance’s already-procured contracts.

This Program presents a Winning Supplier with a unique opportunity to accelerate its public sector sales from coast to coast and reduce the cost of its public sector sales efforts. Collaborent will serve in a leadership role to develop and implement marketing and sales strategies, train the Winning Supplier’s sales team in how to effectively utilize the already-procured Group Purchasing Agreement to capture, retain, and grow public sector business, and support Winning Supplier’s actual sales process through collateral development, training, and responding to prospective customers’ questions regarding the procurement process and how the prospects can legally and appropriately buy services from Winning Supplier without having to conduct their own bid or RFP processes.

## The Mantra of Every Public Sector Group Purchasing Organization

Like virtually every other nationwide public sector group purchasing organization (“GPO”), Sourcing Alliance/Equalis Group works with a lead public procurement agency (CCOG) that is legally empowered to conduct RFP processes, enter into cooperative purchasing agreements, and make those cooperative purchasing agreements available to public sector organizations such as: municipalities, K-12 school districts, counties, higher education institutions, special districts, and state and federal agencies across the country. Sourcing Alliance/Equalis Group:

- Ensures compliance by following public sector purchasing guidelines to procure cooperative agreements for the products and services Members purchase.
- Leverages Members’ combined buying power to establish better pricing and favorable contract terms from Sourcing Alliance/Equalis Group’s selected supplier partners (“**Supplier Partners**”) than Members can secure on their own.

What does that mean for Members? Members can confidently purchase through Sourcing Alliance/Equalis Group agreements without conducting their own bid/RFP processes to save time and money while remaining in full compliance with applicable procurement laws.

What does that mean for Supplier Partners? **Under applicable state statutes, virtually any public sector entity in the country that joins Sourcing Alliance/Equalis Group can purchase products and services through these Sourcing Alliance/Equalis Group contracts without having to conduct their own RFP or bid process, thereby saving both themselves and Supplier Partners significant time and money.**

## Supplier Partner Perspective: How is Sourcing Alliance/Equalis Group Different from Other Public Sector GPOs?

### 1. Tailor the Right Solution for Each Public Sector Customer with Pricing Flexibility

Our Group Purchasing Agreements are written to empower our Supplier Partners to configure the best solution for each customer through one contract vehicle; we understand that suppliers want the flexibility to develop and price the best solution for each individual customer. Our Group Purchasing Agreements include flexible pricing models that enable Supplier Partners to customize solutions and pricing based on a range of variables (scope of work, account volume, location, service levels, etc.) that affect the Supplier Partner’s cost to provide products and services, and we eliminate “most favored nations” pricing requirements.

### 2. Cross-sell your Entire Product Line

Sourcing Alliance/Equalis Group’s piggybackable contracts are intentionally designed to incorporate the entire scope of products and services a Supplier Partner offers to its customer base because we understand that fundamental premise of sales: the easiest sale to make is through cross-selling to the customers you have already won. Why sell just one product or service at a time when you can offer public sector customers your entire portfolio?

### 3. Going to Market with Sourcing Alliance

Sourcing Alliance/Equalis Group’s already-procured Group Purchasing Agreements provide public sector entities nationwide with the opportunity to compliantly buy directly from Sourcing Alliance/Equalis Group’s Supplier Partners without having to conduct a traditional stand-alone bid or RFP. At Sourcing Alliance/Equalis Group, our commitment is to actively engage with our Supplier Partners’ senior leadership and sales organization to grow profitable public sector revenue by:

- a. **Training Supplier Partners’ sales representatives** on the customizable pricing, terms, and conditions of the Group Purchasing Agreement and how to sell their products and services using an already-procured, piggybackable contract vehicle.
- b. **Developing sales tools** that will aid in the sales process by addressing common legal and procurement questions so that your sales team can focus on selling your products and services, while our team handles customers’ legal, procurement, and compliance questions.

- c. **Creating, implementing, and managing marketing and sales campaigns** to jointly identified public sector prospects across the country. These campaigns cultivate opportunities for business attraction, retention, and growth, and set the stage for your sales representatives to initiate the sales process with public sector entities for whom the Group Purchasing Agreement is a viable solution.
- d. **Supporting the sales process** by working hand-in-hand with your sales teams throughout the sales cycle. Public sector entities frequently want to validate the legitimacy of the procurement process that established the Group Purchasing Agreement. Additionally, legal counsels often have questions regarding the legal authority of their entity to purchase from Sourcing Alliance/Equalis Group Supplier Partners through our Group Purchasing Agreements. The Sourcing Alliance/Equalis Group team engages with public sector prospects to respond to these types of inquiries and provide the appropriate documentation so your team can focus on designing the right solution for each Member.

## 1.2 Purpose of this RFP

Sourcing Alliance/Equalis Group is adding the Playground category to our expanding portfolio of products and services. The primary goal of this Program is to offer Members a complete line of playground equipment and related solutions capabilities that can be customized to meet the unique needs of each Member. Upon the successful conclusion of this RFP process and contract award to the Winning Supplier(s), Sourcing Alliance/Equalis Group will enter into a multi-year Group Purchasing Agreement with the Winning Supplier(s) and Collaborant Group will enter into a coterminous Administration Agreement with the Winning Supplier(s).

Members vary in size (from small townships to large four-year colleges and universities), location (across the country), type (from schools to cities to counties to universities to libraries, etc.), and number of locations (from a single building to a campus setting to multiple buildings spread across multiple locations; the largest geographic span of any Member is statewide – there are no interstate “**national accounts**”).

The playground equipment & related solutions capabilities required will vary from Member to Member. Sourcing Alliance/Equalis Group seeks a Supplier Partner who has the demonstrated ability to meet the unique sports playground requirements of current and prospective Members nationwide and is committed to growing Program participation and overall revenue. Products, services, and solutions addressed in this RFP includes playground equipment including play equipment, shade structures, aquatic fixtures & features, adult & senior exercise equipment, playground surfacing products, site furnishing, signage and related services like installation, maintenance, and shipping.

## 1.3 Anticipated Procurement Timetable

Sourcing Alliance reserve the right to revise this schedule in the best interest of Sourcing Alliance and/or to comply with the State of Ohio procurement procedures and regulations and after providing reasonable notice. All times are Eastern timezone. Sourcing Alliance utilizes the Bonfire application to publish RFPs, manage the Q&A process, and receive proposals.

Activity	Dates & Times	Additional Detail
<b><i>RFP Publication; Q&amp;A Opens</i></b>	May 29th, 2020	Sourcing Alliance/Equalis Group publishes RFP; Q&A Period opens via Bonfire.

<b><i>Pre-Proposal Meeting</i></b>	June 11 <sup>th</sup> , 2020, from 4 PM to 5 PM Eastern*	The pre-proposal meeting will be held virtually via Zoom.  Bidders attending the pre-proposal meeting must RSVP to <a href="mailto:Sourcing@EqualisGroup.org">Sourcing@EqualisGroup.org</a> by 5 PM Eastern on June 10 <sup>th</sup> , 2020. RSVP's should include the Bidder's company name, contact names, titles, phone numbers, and email addresses of all Bidder attendees.
<b><i>Q&amp;A Closes</i></b>	June 12 <sup>th</sup> , 2020 at 5 PM Eastern	Q&A Period for RFP clarification closes. All questions should be submitted to Bonfire under the Messages section using this <a href="#">Bonfire Link</a> . See <b>Section 1.4</b> of this RFP for additional information about the Q&A process.
<b><i>Q&amp;A Responses Distributed</i></b>	June 16 <sup>th</sup> , 2020	Sourcing Alliance/Equalis Group distributes answers to all questions submitted to all RFP recipients through Bonfire.
<b><i>Proposals Due &amp; Public Opening</i></b>	July, 9 <sup>th</sup> , 2020 at 4 PM Eastern*	Deadline for Bidders to submit proposals to Sourcing Alliance/Equalis Group. See <b>Section IV</b> of this RFP for instructions about submitting proposals through Bonfire.  Proposals must be submitted via Bonfire. Sourcing Alliance/Equalis Group will hold a public proposal opening beginning at 4 PM Eastern on July 9 <sup>th</sup> , 2020. The public opening will consist solely of opening all proposals received and identifying the Bidders who responded. Proposal scoring will not occur at the public opening. The public opening will be held at: Sourcing Alliance/Equalis Group 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139
<b><i>Finalist Presentations</i></b>	July 29 <sup>th</sup> & 30 <sup>th</sup> , 2020 between 9 AM and 5 PM Eastern*	Reserved time period for finalists to present their proposals and respond to questions from the Proposal Review Team – invitees will be notified by 4 PM Eastern on July 17 <sup>th</sup> , 2020. Bidders should block time when submitting their proposals to be available on these dates to present to the Proposal Review Team in person. Remote presentations will be considered for Finalist Interviews in light of Covid19.
<b><i>Contract Award Issues</i></b>	August 6 <sup>th</sup> (estimated)	Sourcing Alliance/Equalis Group issues Letter of Intent to Award the Contract to a Winning Supplier(s).

\*Any Bidders experiencing technical difficulties accessing the RFP through Bonfire should contact Bonfire customer support by submitting a support ticket to [Support@GoBonfire.com](mailto:Support@GoBonfire.com), access the Vendor FAQ at [www.gobonfire.com/support/](http://www.gobonfire.com/support/), or receive online support via online chat at [www.gobonfire.com/support/](http://www.gobonfire.com/support/).

#### 1.4 Question & Answer (Q&A) Period

Bidders may submit clarifying questions regarding this RFP through Bonfire during the Q&A Period as outlined in **RFP Section 1.3 – Anticipated Procurement Timetable**. To submit a question, Bidders must submit written questions under the Messages section using this [Bonfire Link](#).



Questions about this RFP must reference the section number of this RFP or an Attachment in question. Sourcing Alliance/Equalis Group may, at its sole discretion, disregard any questions which do not appropriately reference an RFP or attachment. Sourcing Alliance/Equalis Group will not respond to any questions received after 5:00 PM on the date that the Q&A Period closes. Sourcing Alliance/Equalis Group reserve the right to extend the deadline for Bidders to submit questions.

Sourcing Alliance/Equalis Group's responses to all questions submitted through Bonfire will be distributed to all RFP recipients via Bonfire on or before June 16<sup>th</sup>, 2020. Clarifying questions asked and Sourcing Alliance/Equalis Group's responses to those questions comprise the **"RFP Name Q&A Document"** for this RFP, which will constitute an attachment to this RFP. Any interpretation or correction of the RFP will be made only by attachment posted at this [Bonfire Link](#). Sourcing Alliance/Equalis Group will not be responsible for providing any other explanations or interpretations of the RFP.

Bidders' proposals are to take into account any information communicated by Sourcing Alliance/Equalis Group in the Playground Equipment & Related Solutions Q&A Document. **It is the responsibility of all Bidders to check for any updates regarding this RFP at [Bonfire Link](#).**

**IMPORTANT:** Requests from Bidders for copies of previous RFP's, past Bidders' proposals, score sheets, or contracts for this or similar past projects are Public Records Requests ("PRR's"), and are not clarification questions regarding this RFP. PRR's submitted in accordance with directions provided in **RFP Section 1.5 – Communications Prohibited** will be honored. The posted time frames for Sourcing Alliance/Equalis Group's responses to email questions for RFP clarification do not apply to PRR's.

Bidders are to base their RFP responses, including the details and costs, on the requirements and performance expectations established in this Playground Equipment & Related Solutions RFP, inclusive of all attachments, NOT on details of any current or past contract. Requirements under a current program may or may not be required by Sourcing Alliance/Equalis Group under any future contract, and so may not be useful information for Bidders who respond to the RFP. If Bidders ask questions about existing or past Sourcing Alliance/Equalis Group contracts, Sourcing Alliance/Equalis Group will use its discretion in deciding whether to provide answers.

Interested Bidders should also refer to **RFP Section 1.6 – Time Frames and Funding Available** for related information.

## 1.5 Communications Prohibited

From the issuance date of this RFP until an actual contract is awarded to a Winning Supplier, there may be no communications concerning the RFP between any Bidder that expects to submit a proposal and any employee of Sourcing Alliance/Equalis Group or any other individual, regardless of their employment status, who is in any way involved in the development of the RFP or the selection of a Winning Supplier ("**Communications Prohibited**"). The only exceptions to the Communications Prohibited are as follows:

- A. Any communications related specifically to **RFP Section 1.4 – Email Q&A Period**;
- B. As necessary in any pre-existing or on-going business relationship between Sourcing Alliance/Equalis Group and any supplier that could submit a proposal in response to this RFP;
- C. As part of any Bidder interview process or proposal clarification process initiated by Sourcing Alliance/Equalis Group, which Sourcing Alliance deems necessary at its sole discretion; and
- D. Any Public Records Requests made to Sourcing Alliance/Equalis Group.

**\* Important Note:** attachments to the RFP or to any documents related to the RFP will be accessible to Bidders through this [Bonfire Link](#). Sourcing Alliance may not specifically notify any Bidder of changes or announcements related to this RFP except through posting on this [Bonfire Link](#). It is the affirmative responsibility of interested suppliers to be aware of and to fully respond to all updated information regarding this RFP posted at this [Bonfire Link](#).

Sourcing Alliance/Equalis Group is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than from Sourcing Alliance/Equalis Group directly or through the Q&A process described in this RFP. Any attempts at Communications Prohibited by a Bidder may result in the disqualification of that Bidder's proposal.

## 1.6 Time Frames & Funding Available

Sourcing Alliance/Equalis Group is seeking to contract with a Winning Supplier(s) to provide a Playground Equipment & Related Solutions Program as described in this RFP to Members for an initial period of five (5) years from approximately September 1st, 2020 to August 31<sup>st</sup>, 2025 ("**Contract Term**"). This Group Purchasing Agreement may be renewed at any time by the mutual written consent of the parties, unless the Group Purchasing Agreement is terminated as set forth therein. **Attachment E – Equalis Group Model Contract** is included for reference.

Through this RFP, Sourcing Alliance/Equalis Group intends to provide Bidders with sufficient information to understand the scope of work which is the subject of this document, and which, when combined with the Bidders' appropriate expertise, will enable Bidders to estimate the level of effort and resources which would be required to perform the work if awarded the Sourcing Alliance/Equalis Group contract. Bidders are to use this information and understanding to determine the capabilities and pricing they will offer for the performance of the work described herein.

Bidders are to be aware that Sourcing Alliance/Equalis Group may, at its sole discretion, negotiate with all technically qualifying Bidders for a revised Cost Proposal.

Sourcing Alliance/Equalis Group is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

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## SECTION II. RFP REQUIREMENTS & PRICING

### 2.1 Initial Qualifying Criteria

All Bidders must complete and provide executed originals of the following documents. Sourcing Alliance/Equalis Group cannot consider a Bidder's proposal unless these forms are properly completed and submitted as part of the RFP response. These documents should be completed signed and scanned with [Blue Ink](#) or with certified electronic signatures and submitted to Sourcing Alliance/Equalis Group through this [Bonfire Link](#) as part of the Bidder's Technical Proposal package.

- **Attachment C – Required Bidder Information & Certifications**
- **Attachment D – W-9 Form**

In addition to submitting these properly completed and executed attachments, Bidders' proposals must also meet the following Initial Qualifying Criteria. Any proposal not meeting these Initial Qualifying Criteria may be deemed nonresponsive by Sourcing Alliance/Equalis Group in its sole discretion:

- Was Bidder's proposal received by the deadline as specified in **RFP Section 1.3 – Anticipated Procurement Timetable?**
- Did Bidder submit a proposal comprised of a separate Technical Proposal and Cost Proposal as required in **RFP Section 4 – Proposal Format & Submission?**
- Does Bidder's proposal include all required affirmative statements and certifications, signed by Bidder's representative, in **Attachments C and D?**
- Did the Sourcing Alliance/Equalis Group review of the Ohio Auditor of State website verify that Bidder is NOT excluded from contracting with Sourcing Alliance/Equalis Group by **Ohio Revised Code (O.R.C.) § 9.24** as the result of an unresolved finding for recovery?
- Did the Bidder confirm compliance with applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM standards in **Attachment A – Section 2.2.**

### 2.2 Requirements & Proposal Specifications

The requirements and proposal specifications for this Program are detailed in **Attachment A – Technical Proposal Requirements & Specifications**. **Attachment A** is provided to Bidders in an editable Microsoft Word format so that it can easily serve as the base document for Bidders' Technical Proposals. Sourcing Alliance/Equalis Group requires Bidders to incorporate their Technical Proposal responses directly into this document and include referenced attachments separately. Sourcing Alliance/Equalis Group has included the Proposal Score Sheet that will be utilized by the proposal review team (the "Proposal Review Team" or "PRT") to score all Technical and Cost Proposals submitted as **Attachment F – Proposal Score Sheet**.

### 2.3 Cost Proposal & Acceptable Pricing Formats

All Bidders must submit an **Attachment B – Cost Proposal** using the pricing methodology that best reflects the manner in which pricing will be determined when contracting with Members to provide the goods, services, and solutions included within the scope of your Proposal. As a result, ***no Cost Proposal template will be provided by Sourcing Alliance/Equalis Group*** to complete **Attachment B**. Bidders are required to develop their own **Attachment B** and submit in an Excel workbook using the naming convention, ***RFP – Sourcing Alliance Playground Solutions (Attachment B – Cost Proposal).xlsx***.

Below are details which should be taken into consideration when Bidders are developing their Cost Proposal.

- **Value to the Members.** Sourcing Alliance/Equalis Group request that Bidders respond to this RFP only if they are able to offer products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.
- **Indefinite Quantity.** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service.
- **Auditable Pricing.** It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable price list for all products and/or services to be considered part of the final contract offered to the Members. For reference, submit price lists and/or catalogs which your Cost Proposal is derived from in excel or delimited format for verification purposes as part to your Cost Proposal.
- **Total Acquisition Cost.** The pricing included in your Cost Proposal must be able to be used to arrive at an order's project's total acquisition cost. This includes, but is not limited to, the cost of any and all products, parts, equipment, services, labor, shipping, delivery, and other project related costs.
- **Admin Fee.** Pricing shall include the administrative fee.
- **Relevant Information.** All line items included in your Cost Proposal must be described by, but is not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your cost proposal.**

Examples of commonly used pricing methodologies are, but are not limited to:

- **Equipment, Parts, and Service Pricing**
  - **Line Item Pricing.** Products or services are individually priced based on a line item discount. For each line item entry Bidders must provide both verifiable price ("List Price") as well as the price which will be offered to the Members ("Contract Price") in their pricing matrix where the Contract Price is calculated by applying the applicable discount to the List Price. The List Price will be the standard "quantity of one" price currently available to government and educational customers.
  - **Percentage Discount from Catalog or Category.** Products, services, and/or solutions associated with a catalog or category are given a specific and uniform percentage discount based on a published List Price ("Catalog Discount" or "Category Discount"). Individualized percentage discounts can be applied to any number of defined product groupings. All products, parts and services using the Catalog or Category Discount methodology must be individually identified with the category groupings with the List Price and Contract Pricing provided.
  - **R.S. Means or Equivalent Unit Pricing Book.** Items included in the Cost Proposal are calculated by using the R.S. Means or equivalent Unit Pricing Book ("UPB"). Pricing must be submitted as a coefficient of the UPB line item pricing. In addition to the coefficient, the published City Cost Index from a UPB will be utilized as a modifier for the specific city or region. State, City or regional pricing is allowed and must be specified for each region in your Cost Proposal. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states.
- **Labor Pricing**
  - **R.S. Means or Equivalent Unit Pricing Book.** Labor rates included in the Cost Proposal are calculated using R.S. Means or equivalent UPB. Pricing must be submitted as a coefficient of the UPB line item pricing. In addition to the coefficient, the published City Cost Index will be utilized as a modifier for the specific city or region. State, City or regional pricing is allowed and must be specified for each region in your Cost Proposal. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states.

Unless specified otherwise by the respondent, standard labor hour rates will be calculated from 8:00 AM until 5:00 PM and overtime rates will be calculated for all other hours worked. Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified as a part of your Cost Proposal.

- **Other Pricing Scenarios**

- ***Alternative Method of Costing.*** Bidders can provide an alternative method of costing to cover any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system of pricing, R.S. Means or is a product and/or service due to the projects or applications specifications, conditions and/or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual project or sole source.
- ***Additional Discounts and Savings.*** A Bidder may disclose the volume requirements and subsequent discounts extended to Members who are able to pool together larger than normal volumes. All other rebate programs or incentives should be describe and quantified as a part of your Cost Proposal.

**Note:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the Initial Qualifying Criteria and minimum Technical Proposal score threshold as described in **Section 5.1**.

## **2.4 Model Contracts**

CCOG and Collaborant will enter into a Group Purchasing Agreement with the Winning Supplier(s). This Group Purchasing Agreement defines a) the terms of the relationship between CCOG, Collaborant, and the Winning Supplier, and b) the terms, conditions, and pricing of playground equipment & related solutions products and services and related capabilities for Members. As described in **RFP Section 3.5 – Contractual Requirements**, Bidders are required to review and mark-up the Group Purchasing Agreement template, which is included as **Attachment E – Equalis Group Model Contract**, and submit that marked up Group Purchasing Agreement template as part of the Technical Proposal.

Colalborent and the Winning Supplier(s) will enter into a separate Administration Agreement, which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between the parties. Bidders are required to review and mark-up the Administration Agreement template, which is included as **Attachment E – Model Administration Agreement**, and submit that marked up Administration Agreement as part of the Technical Proposal.

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## SECTION III. CONDITIONS & OTHER REQUIREMENTS

In this section of the RFP, Sourcing Alliance/Equalis Group notifies Bidders seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in this procurement process, their eligibility to be awarded a contract, and requirements that will be in effect should they be awarded a contract.

### 3.1 Interview

Bidders identified as finalists may be requested to participate in an in-depth interview as part of the evaluation process. Sourcing Alliance/Equalis Group reserves the right to select finalists to interview and may not interview all Bidders. Any Bidders interviewed will bear all their costs of any scheduled interview.

### 3.2 Start Work Date

A Winning Supplier must be able to begin work with Sourcing Alliance by September 1<sup>st</sup>, 2020, the estimated date when the Group Purchasing Agreement between CCOG, Collaborant, and the Winning Supplier(s) will be signed. The Winning Supplier will be notified by Sourcing Alliance/Equalis Group when work under the Group Purchasing Agreement may begin.

### 3.3 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the Bidders, and Sourcing Alliance/Equalis Group will not contribute in any way to the costs of the preparation.

### 3.4 Trade Secrets Prohibition; Public Information Disclaimer

Sourcing Alliance/Equalis Group will consider all proposals voluntarily submitted in response to this RFP to be free of trade secrets and such proposals will, in their entirety, be made a part of the public record in compliance with **O.R.C. Chapter 125.01**, et seq. However, if a proposal is submitted in response to this RFP, and the proposal contains trade secret information as defined in **O.R.C. Chapter 1333.61**, then such trade secret information must be clearly and conspicuously marked and/or identified as “**Trade Secret Information**” at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with **O.R.C. Chapter 149.43**, Sourcing Alliance/Equalis Group shall designate such information as trade secret information and shall maintain and keep such trade secret information.

All proposals and any other documents submitted in response to this RFP will become the property of Sourcing Alliance/Equalis Group. This RFP and, after the selection of a Winning Supplier, any proposals submitted in response to the RFP, except for such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as trade secret information, are deemed to be public records pursuant to **O.R.C. Chapter 149.43**. For purposes of this section, “**proposal**” will mean both the Technical and the Cost Proposals (if opened by Sourcing Alliance/Equalis Group) submitted by Bidder, and any attachments, addenda, appendices, or sample products.

Any proposal submitted in response to this or any Sourcing Alliance/Equalis Group RFP that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Sourcing Alliance/Equalis Group for consideration shall be deemed and considered by Sourcing Alliance/Equalis Group to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this **RFP Section 3.4** and **O.R.C. Chapter 149.43**.

### 3.5 Group Purchasing Agreement Requirements

- A. Any contract with a Winning Supplier resulting from the issuance of this RFP is subject to the terms and conditions as provided in the Group Purchasing Agreement template, which is included as **Attachment E –**

**Group Purchasing Agreement Template**, as amended by the mutual agreement of CCOG, Collaborent, and the Winning Supplier.

- B. Many of the terms and conditions contained in the Group Purchasing Agreement template are required by state and federal law; however, Bidders may propose changes to the Group Purchasing Agreement template by annotating or redlining the Group Purchasing Agreement template and returning it with the Bidder's proposal submission. Any Bidder's proposed changes are subject to CCOG and Collaborent review and approval. Any sections or terms of the Group Purchasing Agreement template that are not so annotated in its proposal response will be considered accepted by Bidder and will not be subject to negotiation should Bidder be awarded the contract for this RFP.
- C. Payments for any and all products and services provided pursuant to the Group Purchasing Agreement are contingent upon the availability of funds.
- D. All aspects of the Group Purchasing Agreement apply equally to work performed by any and all Winning Supplier(s) subcontractors.
- E. A Winning Supplier, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. A Winning Supplier, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees and contractors of CCOG and Collaborent. Any violation of confidentiality will constitute a breach of contract and may result in legal action.
- F. As a condition of receiving a contract award from Sourcing Alliance/Equalis Group, a Winning Supplier, and any subcontractor(s), may be required to certify compliance with any court order for the withholding of child support which is issued pursuant to **O.R.C. Chapter 3113.217**. A Winning Supplier, and any subcontractor(s), must also agree to cooperate with Sourcing Alliance/Equalis Group and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law.
- G. By signing a contract with Sourcing Alliance/Equalis Group, a Winning Supplier agrees that all necessary Winning Supplier insurance coverage as required in the Technical Proposal is in effect.
- H. A Winning Supplier may be required to furnish a Performance Bond or other cash surety acceptable to Sourcing Alliance/Equalis Group in the sum and with sureties Sourcing Alliance/Equalis Group approves and conditioned that a Winning Supplier will faithfully execute the terms of the contract and promptly make delivery of the products or services purchased by Members.

### 3.6 Public Release of Records

Public release of any evaluation or monitoring reports funded under this Program will be made only by Sourcing Alliance/Equalis Group. Prior to public release of such reports, the Sourcing Alliance/Equalis Group must have at least a thirty (30) day period for review and comment.

### 3.7 Key Personnel

Sourcing Alliance/Equalis Group may require a clause in any Group Purchasing Agreement resulting from this RFP regarding Winning Supplier key personnel in that any person identified as critical to the success of the Program may not be removed without reasonable notice to Sourcing Alliance/Equalis Group, and replacements will not be made without Sourcing Alliance/Equalis Group approval.



### 3.8 Ethical & Conflict of Interest Requirements

- A. No Bidder or individual, company, or organization seeking a Sourcing Alliance/Equalis Group contract will promise or give to any Sourcing Alliance/Equalis Group employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No Bidder or individual, company, or organization seeking a contract will solicit any Sourcing Alliance/Equalis Group employee to violate any of the conduct requirements for employees;
- C. Any Winning Supplier acting on behalf of Sourcing Alliance/Equalis Group will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Winning Supplier who violates the requirements and prohibitions defined herein or in **O.R.C. Chapter 102.04** is subject to termination of the Group Purchasing Agreement or refusal by Sourcing Alliance/Equalis Group to enter into the Group Purchasing Agreement; and
- D. Sourcing Alliance/Equalis Group employees who violate **O.R.C. Chapters 102.03, 102.04, 2921.42, or 2921.43** may be prosecuted for criminal violations.

### 3.9 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract award from Sourcing Alliance/Equalis Group, a Winning Supplier, and any subcontractor(s), may be required to comply with **42 U.S.C. Sections 1320d** through **1320d-8**, and to implement regulations at **45 C.F.R. Section 164.502 (e)** and **Sections 164.504 (e)** regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (“PHI”) is information received by a Winning Supplier from or on behalf of Sourcing Alliance/Equalis Group and any Member that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically **45 CFR164.501** and any amendments thereto.

A Winning Supplier may reasonably anticipate HIPAA language in the Group Purchasing Agreement that results from this RFP, if applicable.

In the event of a material breach of Bidder obligations under this section, Sourcing Alliance/Equalis Group may, at its option, terminate the Group Purchasing Agreement according to provisions within the contract for termination.

### 3.10 Waiver of Minor Proposal Errors

Sourcing Alliance/Equalis Group may, at its sole discretion, waive minor errors or omissions in Bidders’ Technical and/or Cost Proposals when those errors do not unreasonably obscure the meaning of the content or the competitive nature of the proposal submitted in response to this RFP. However, substantial and/or substantive proposal errors that include, but are not limited to, a Bidder’s ability to perform, price points, costs, or other economic indicators and factors that may affect the content or competitive nature of the proposal submitted, or capacity to perform, shall not be waived, and Bidders shall not have the right to withdraw or modify their proposals after such proposal has been submitted and received and the time periods in **RFP Sections 1.3, 1.4, and/or 1.5** have closed.

### 3.11 Proposal Clarifications

Sourcing Alliance/Equalis Group reserves the right to request clarifications from Bidders to any information in their Technical and/or Cost Proposals, and may request such clarification as the Proposal Review Team deems necessary at any point in the proposal review process.



### 3.12 Unresolved Findings for Recovery (O.R.C. 9.24)

**O.R.C. Chapter 9.24** prohibits Sourcing Alliance/Equalis Group from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying Sourcing Alliance/Equalis Group of such finding. Sourcing Alliance/Equalis Group will review the Auditor of State’s website to identify each Bidder’s eligibility to enter into a contact with Sourcing Alliance/Equalis Group prior to the evaluations of any proposal submitted pursuant to this RFP. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

### 3.13 Mandatory Contract Performance Disclosure

Each proposal must disclose whether Bidder’s performance and/or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “**formal claims**” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, Bidder must fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify Bidder from consideration, at the sole discretion of Sourcing Alliance/Equalis Group, such claims and a review of the background details may result in a rejection of Bidder’s proposal. Sourcing Alliance/Equalis Group will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on Bidder’s performance of the work, and the best interests of Sourcing Alliance/Equalis Group and Members.

### 3.14 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether Bidder and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to Bidder’s performance of services similar to those described in this RFP. If any such instances are disclosed, Bidder must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against supplier by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify Bidder from consideration, at the sole discretion of Sourcing Alliance/Equalis Group, such governmental action and a review of the background details may result in a rejection of Bidder’s proposal. Sourcing Alliance/Equalis Group will make this decision based on its determination of the seriousness of the matter, the matter’s potential impact on Bidder’s performance of the work, and the best interests of the Sourcing Alliance/Equalis Group and Members.

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## SECTION IV. PROPOSAL FORMAT & SUBMISSION

### 4.1 Proposal Submission Information

Sourcing Alliance/Equalis Group requires proposal submissions to be submitted electronically via this [Bonfire Link](#). Proposals must be prepared and submitted in accordance with instructions found in this **Section 4**.

Each Bidder's total proposal submissions (both the Technical and Cost Proposals along with any required and voluntarily submitted attachments) must be submitted at this [Bonfire Link](#) no later than **4:00 PM on July 9th**. Faxes, mailed, overnighted, and emailed submissions will not be accepted.

Bidders' Technical and Cost Proposals must contain all the information and documents specified in **RFP Section 4.2 – Format for Organization of the Proposal**.

All proposals will be valid for a period of ninety (90) days from the date the proposals are received by Sourcing Alliance/Equalis Group. A Bidder seeking to withdraw its proposal from consideration must submit such request in writing directly to Sourcing Alliance/Equalis Group at [Sourcing@EqualisGroup.org](mailto:Sourcing@EqualisGroup.org).

### 4.2 Format for Organization of the Proposal

#### A. Technical Proposal Organization

The Proposal Score Sheet that will be utilized by the Proposal Review Team to score each Technical Proposal is provided as **Attachment F – Proposal Score Sheet**. **Bidders are strongly encouraged to utilize the Proposal Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

Bidder's Technical Proposal must contain the following components and will be reviewed in the order described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal. Sourcing Alliance/Equalis Group reserve the right not to review submitted appendices that include information/materials not required in the RFP.

<b><i>First</i></b>	<b><i>Initial Qualifying Criteria</i></b>
	<ul style="list-style-type: none"> <li>Required Bidder Information and Certifications Document (<b><u>Attachment C</u></b>), fully completed and executed.</li> <li>Request for Taxpayer Identification Number (W-9) Form (<b><u>Attachment D</u></b>), fully completed and executed.</li> <li>Initial Qualifying Criteria (<b><u>Attachment A – Section 2</u></b>)</li> </ul>
	Group Purchasing Agreement template and Administration Agreement template included as <b><u>Attachment E</u></b> (see <b><u>RFP Section 3.5 – Contractual Requirements</u></b> ) as annotated or redlined.
<b><i>Second</i></b>	<b><i>Technical Proposal Requirements &amp; Specifications</i></b>
	<ul style="list-style-type: none"> <li>Bidder Overview &amp; Qualifications (<b><u>Attachment A – Section 3</u></b>)</li> <li>Industry Qualifications (<b><u>Attachment A – Section 4</u></b>)</li> <li>Product Offering (<b><u>Attachment A – Section 5</u></b>)</li> <li>Service Offering (<b><u>Attachment A – Section 6</u></b>)</li> <li>Lead Time &amp; Shipping (<b><u>Attachment A – Section 7</u></b>)</li> <li>Proposal Development &amp; Invoicing Processes (<b><u>Attachment A – Section 8</u></b>)</li> </ul>

	<ul style="list-style-type: none"> <li>• Warranty (<b>Attachment A – Section 9</b>)</li> <li>• Customer Service (<b>Attachment A – Section 10</b>)</li> <li>• Additional Features &amp; Other Offerings (<b>Attachment A – Section 11</b>)</li> <li>• Partnering with Sourcing Alliance/Equalis Group (<b>Attachment A – Section 12</b>)</li> </ul>
<b>Third</b>	<b>Appendix/Appendices (for referenced attachments, sample reports, etc.)</b>

## B. Technical Proposal Details

Bidder's Technical Proposal must contain the following components, at minimum. It is mandatory that proposals be organized in the order described in this **RFP Section 4.2 – Format for Organization of the Proposal** and that, wherever appropriate, sections/portions of the proposal make reference by section number/letter to those RFP requirements to which they correspond.

**IMPORTANT:** any Technical Proposals found to contain any prohibited cost information may be disqualified from consideration at the sole discretion of Sourcing Alliance/Equalis Group. Prohibited cost information is defined as any dollar amounts which Sourcing Alliance/Equalis Group might find indicative of the relative cost or economy of the proposal. However, information on the assets, value, or historical business volume is NOT considered to be such prohibited cost information, and MAY be included in any Bidder's Technical Proposal as information on business capacity and stability. Any prohibited cost information must be submitted with the separate sealed Cost Proposal. The Technical Proposal is defined as any part of Bidder's proposal (either as required by Sourcing Alliance/Equalis Group or included at Bidder's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by Sourcing Alliance/Equalis Group as a required component of the separate sealed Cost Proposal. Should Bidder determine it is important to include any documents containing such prohibited cost information in the Technical Proposal, the cost information in those documents must be made unreadable by Bidder before submission of the proposal. Failure to follow these instructions may result in a determination that Bidder's proposal is nonresponsive to this RFP pursuant to **O.R.C. § 9.321**.

## C. Cost Proposal Organization

Bidders should provide their Cost Proposal response in a separate Cost Proposal document (**Attachment B**). **Note:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the Initial Qualifying Criteria and minimum Technical Proposal score threshold as described in **Section 5.1**.

Bidder's Cost Proposal must contain all relevant pricing components ((organized in one (1) Excel Workbook)) as determined by the Bidder. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the Cost Proposal. Sourcing Alliance/Equalis Group reserves the right not to review submitted appendices which include information/materials not required in the RFP.

Bidders must organize their Cost Proposals in the following order:

Bidders must present their Cost Proposals in the an organized and easy to identify Excel workbook.

## D. Cost Proposal Details

The Cost Proposal must clearly state the specific pricing or pricing structure that Bidder will utilize to charge Members for playground & related solutions capabilities purchased. The Cost Proposal must include a statement that the prices quoted are firm or provide a clearly defined methodology for making price adjustments during the term of the Group Purchasing Agreement. Sourcing Alliance/Equalis Group seeks flexibility in pricing models to enable individual Members to receive playground equipment & related solutions pricing customized to meet their specific requirements; Bidders should address flexibility and customization capabilities in their Cost Proposal.

## SECTION V. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

### 5.1 Scoring of Proposals

Sourcing Alliance/Equalis Group will contract with the Bidder(s) that best demonstrates the ability to meet the requirements specified in this RFP. Proposals will be evaluated based on the capacity and experience demonstrated in Bidder's Technical and Cost Proposals. Proposal scoring will be weighted as described in **Attachment F – Proposal Score Sheet**. All proposals will be reviewed and scored by the Proposal Review Team. Bidders should not assume that the PRT members are familiar with any current or past work activities of Bidders with Sourcing Alliance/Equalis Group. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly.

Selection of a Winning Supplier will be based upon the criteria specified in the Technical and Cost Proposals. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP. The review team may waive minor defects that are not material, do not affect the competitive nature of the proposal, and when no prejudice will result to the rights of any supplier or to the public. In scoring the proposals, Sourcing Alliance/Equalis Group will score in three (3) phases:

#### A. Phase I Review – Initial Qualifying Criteria:

Bidders must complete and provide the following documents. Sourcing Alliance/Equalis Group cannot consider a Bidder's proposal unless these forms are properly completed and submitted as part of the RFP response. These documents should be completed, signed/scanned in [Blue Ink](#) or with certified electronic signatures, and submitted to Sourcing Alliance/Equalis Group as part of Bidder's Technical Proposal package.

- **Attachment C – Required Bidder Information & Certifications**
- **Attachment D – W-9 Form**

In addition to submitting these properly completed and executed documents, Bidder's proposal must also meet the following Initial Qualifying Criteria. Any proposal not meeting these Initial Qualifying Criteria may be deemed nonresponsive by Sourcing Alliance/Equalis Group:

- Was Bidder's proposal received by the deadline as specified in **RFP Section 1.3 – Anticipated Procurement Timetable?**
- Did Bidder submit a proposal comprised of a separate Technical Proposal and Cost Proposal as required in **RFP Section 4 – Proposal Format & Submission?**
- Does Bidder's proposal include all required affirmative statements and certifications, signed by Bidder's representative, in **Attachments C and D?**
- Did the Sourcing Alliance/Equalis Group's review of the Ohio Auditor of State website verify that Bidder is NOT excluded from contracting with Sourcing Alliance/Equalis Group by **O.R.C. § 9.24** as the result of an unresolved finding for recovery?

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I Review. **Any “no” for the listed Phase I criteria may eliminate a proposal from further consideration at PRT’s sole discretion.**

**B. Phase II Review – Criteria for Scoring the Technical Proposal:**

The PRT will then score those Technical Proposals not eliminated in Phase I Review by assessing how well Bidder meets the requirements as specified in **Attachment A** of this RFP. Using the Proposal Score Sheet for Phase II scoring (see **Attachment F** of this RFP for specific evaluation criteria), the PRT will read, review, discuss, and reach consensus on the final technical score for each qualifying Technical Proposal.

A maximum of **100** points will be awarded for the Technical Proposal, weighted as shown in **Attachment F**. A Technical Proposal must achieve a total of at least **50** points (a score which represents that Bidder can successfully perform the resulting contractual duties) out of the possible **100** points to qualify for continued consideration. Any Technical Proposal which does not meet the minimum required Technical Proposal point threshold will be determined nonresponsive to this RFP and the associated sealed Cost Proposal will neither be opened nor considered.

All Phase II Technical Proposal evaluation criteria will be scored according to the following scale, based on the proposal’s ability to meet Sourcing Alliance/Equalis Group’s needs. The Technical Proposal Score Sheet (see **Attachment F**) uses the following scoring values for rating each requirement.

0%	20%	50%	100%
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

**“Does Not Meet Requirement”** – a particular RFP requirement was not addressed in Bidder’s proposal. **Score = 0% times the weighted value for that criterion.**

**“Partially Meets Requirement”** – Bidder’s proposal demonstrates some ability to meet a particular RFP requirement, but that ability falls below acceptable levels. **Score = 20% times the weighted value for that criterion.**

**“Meets Requirement”** – Bidder’s proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. **Score = 50% times the weighted value for that criterion.**

**“Exceeds Requirement”** – Bidder’s proposal fulfills a particular RFP requirement in all material respects and offers some additional level of quality in excess of the Sourcing Alliance’s expectations or requirements. **Score = 100% times the weighted value for that criterion.**

**IMPORTANT:** before submitting a proposal in response to this RFP, Bidders are strongly encouraged to use the Proposal Score Sheet (**Attachment F**) and the above technical performance scoring information to review their proposals for completeness, compliance, and quality.

All Bidders whose Technical Proposals met the minimum scoring threshold will proceed to the next level of review, which is consideration of the sealed Cost Proposal.

**C. Phase III Review – Criteria for Considering the Cost Proposal**

Sourcing Alliance/Equalis Group will review Cost Proposals to determine the best overall financial value for i) Members, and ii) Sourcing Alliance/Equalis Group. Sourcing Alliance/Equalis Group will take into account pricing for playground equipment & related solutions capabilities any costs or charges associated with service and support, reporting, and additional services proposed. There is a maximum of 200 points available in the evaluation of Cost Proposals.

Sourcing Alliance/Equalis Group may, at its sole discretion, negotiate with all technically qualifying Bidders for revised Cost Proposals.

#### **D. Final Scoring**

The total of each Bidder's Technical Proposal and Cost Proposal will be added together to calculate the final points awarded to each Bidder. Sourcing Alliance/Equalis Group will award the contract to the lowest responsive and responsible bidder(s) in accordance with applicable public sector procurement guidelines.

### **5.2 Review Process Caveats**

Negligence on the part of Bidder in preparing its proposal submitted in response to this RFP confers no right of modification or withdrawal of Bidder's proposal after such proposal has been received and the time periods identified in **Sections 1.3, 1.4, and/or 1.6** have closed.

Should Sourcing Alliance/Equalis Group interview Bidders prior to making a final selection, results to interview questions will be scored in a manner similar to the process described in **RFP Section 5.1 – Scoring of Proposals** above. Such scored results may be either added to those Bidder's proposal scores or will replace certain scores at the sole discretion of the PRT. The standards for scoring the interviews and the method used for considering the results of the interviews will be applied consistently for all Bidders participating in the interview process for this RFP. Such communications are not violations of any Communications Prohibition in **RFP Section 1.5 – Communications Prohibited** of this RFP, and are expressly permitted when initiated by Sourcing Alliance/Equalis Group, but are conducted at the sole discretion of Sourcing Alliance/Equalis Group.

Sourcing Alliance/Equalis Group reserves the right to negotiate with Bidders for adjustments to their proposals should Sourcing Alliance/Equalis Group determine, for any reason, to adjust the scope of the Program for which this RFP is released. Such communications are not violations of any Communication Prohibitions in **Section 1.5 – Communications Prohibited** of this RFP, and are expressly permitted when initiated by Sourcing Alliance/Equalis Group, but are initiated at the sole discretion of Sourcing Alliance/Equalis Group. Any Bidder deemed not responsive, or any Bidder submitting a proposal deemed not to be responsive to the terms of this RFP as those terms are defined in **O.R.C. § 9.321**, will not be awarded the contract.

### **5.3 Final Supplier Recommendation**

The PRT will recommend to Sourcing Alliance/Equalis Group as the lowest responsive and responsible Bidder(s) the technically qualified supplier(s) offering the proposal most advantageous to Members, taking into consideration factors such as price and the evaluation of criteria in the Technical Proposal.

### **5.4 Tie Breaker**

In the event that two or more of the proposals have a score which is tied after final calculation of both the Technical Proposal and the Cost Proposal, the proposal with the higher score in the Technical Proposal will prevail unless Sourcing Alliance/Equalis Group, in its sole discretion, chooses to issue multiple awards.

### **5.5 Contract Award Caveats**



Sourcing Alliance/Equalis Group is under no obligation to issue a contract as a result of this solicitation if, in the opinion of Sourcing Alliance/Equalis Group and the PRT, none of the proposals are sufficiently responsive to the objectives and needs of Members or Sourcing Alliance/Equalis Group. Sourcing Alliance/Equalis Group reserves the right to not select any Bidder should Sourcing Alliance/Equalis Group decide not to proceed for any reason. Sourcing Alliance/Equalis Group reserves the right to select multiple Bidders for contract award.

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## SECTION VI. RFP PROTEST PROCEDURE

### 6.1 Protests

Any potential or actual Bidder objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual Bidder objecting to the award of a contract resulting from this RFP. The protest must be filed in writing and must contain the following information:
- The name, address, and telephone number of the protestor;
  - The name and number of the RFP being protested;
  - A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - A request for a ruling by Sourcing Alliance/Equalis Group;
  - A statement as to the form of relief requested from Sourcing Alliance/Equalis Group; and
  - Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest will be considered by Sourcing Alliance/Equalis Group if it is received by Sourcing Alliance/Equalis Group within the following periods:
- A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals will be filed no later than 12:00 PM on the closing date for receipt of proposals, as specified in **RFP Section 1.3 – Anticipated Procurement Timetable**, of this RFP.
  - If the protest relates to the announced intent to award a contract, the protest will be filed no later than 12:00 PM Eastern of the eighth (8th) calendar day after the issuance of the Letter of Intent to Award Contract.
  - An untimely protest may be considered by Sourcing Alliance/Equalis Group if Sourcing Alliance/Equalis Group determines that the protest raises issues significant to Sourcing Alliance/Equalis Group's procurement methodology. An untimely protest is one received by Sourcing Alliance/Equalis Group after the time periods set forth in **Item B** of this section.
  - All protests must be filed at the following location:

Sourcing Alliance/Equalis Group  
Attn: David Robbins  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139
  - When a timely protest is filed, a contract award will not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless Sourcing Alliance/Equalis Group determines that a delay will severely disadvantage Members or Sourcing Alliance/Equalis Group. The Bidder(s) who would have been awarded the contract will be notified of the receipt of the protest.
  - Sourcing Alliance/Equalis Group will issue written decisions on all timely protests and will notify any protestor who filed an untimely protest as to whether or not the protest will be considered.

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## SECTION VII. ATTACHMENTS & THEIR USES

### 7.1 Attachment A – Technical Proposal Requirements & Specifications

The technical proposal requirements and specifications serve as the basis of the RFP. This document is provided in an editable Microsoft Word form so Bidders can utilize this document as the basis of their Technical Proposal.

### 7.2 Attachment B – Cost Proposal

**No Template Provided.** It is the responsibility of the Bidder to create an Excel which will serve as the basis of their sealed Cost Proposal. Bidders should include pricing which can be used to provide the total acquisition cost to Members and other offerings included in the response to **Section 11 of Attachment A – Technical Proposal Requirements & Specifications**.

### 7.3 Attachment C – Required Bidder Information & Certifications

To be completed, properly executed.

### 7.4 Attachment D – W-9 Form

To be completed, properly executed.

### 7.5 Attachment E – Group Purchasing Agreement & Administration Agreement Templates

Provided for Bidder review and mark-up. Bidders are required, as part of **Attachment C – Required Bidder Information & Certifications** to either confirm they accept the terms included in the agreement templates as is or provide redlined/annotated copies as part of Bidder's Technical Proposal indicating the specific changes Bidder is requesting should Bidder be selected as a Winning Supplier.

### 7.6 Attachment F – Proposal Score Sheet

For Bidder reference only – this document is the score sheet the Proposal Review Team will utilize to evaluate all proposals submitted in response to the RFP. Bidders are strongly encouraged to use the score sheet to evaluate their Technical Proposals prior to submission to Sourcing Alliance/Equalis Group.

### 7.7 Attachment G – State Notice

For Bidder reference only – this document is included pursuant to certain state notice provisions. The public agencies and political subdivisions of the referenced public agencies are eligible to register with Sourcing Alliance/Equalis Group and access the Program made pursuant to this solicitation.

# ATTACHMENT A: REQUIREMENTS & PROPOSAL SPECIFICATIONS

## SOURCING ALLIANCE/EQUALIS GROUP: PLAYGROUND EQUIPMENT & RELATED SOLUTIONS PROGRAM RFP

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## Section 1. General Guidelines

### 1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this **Attachment A – Technical Proposal Requirements & Proposal Specifications**. **Attachment A** is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of **Attachment A** structured like the example below, simply click in the green cell on the “**Click here to enter response**” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
Click here to enter response.	

For sections of **Attachment A** structured like the example below, click on the “**Yes**” checkbox if your solution **fully provides** the defined requirement. Click on the “**No**” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team's consideration, click in the green cell on the “**Click here to provide additional commentary, if necessary.**” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	<b>General Liability, Property &amp; Automobile Insurance.</b> If your company is selected as the Winning Supplier, during the term of any agreements between the your company and Sourcing Alliance/Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

### 1.2. Trade Secrets

Bidders are encouraged to review **RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer** in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

### 1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to **Attachment A – Technical Proposal Requirements & Proposal Specifications**. For example, you may want to include brochures, charts, or graphs in response to specific



questions included in this **Attachment A**. Bidders should clearly state in their response to questions in **Attachment A** whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section Number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to **Section 3.1.4**, the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 3.1.4 – Financial Statements.pdf***.

## Section 2. Initial Qualifying Criteria

### 2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. *Sourcing Alliance/Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.*

2.1.1.	<b>Attachment C – Required Bidder Information &amp; Certifications.</b> This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Sourcing Alliance/Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, and confirmation that respondent has reviewed and annotated, if applicable, the Sourcing Alliance model Group Purchasing Agreement entered into with Winning Suppliers.	
Click here to enter response confirming <b>Attachment C</b> is complete and provide additional commentary, if necessary.		
2.1.2.	<b>Attachment D – W-9.</b> Bidders must complete the W-9 form and include the completed W-9 form in their response.	
Click here to enter response confirming both <b>Attachment E</b> forms are complete and provide additional commentary, if necessary.		
2.1.3.	Does your proposal include the properly completed and executed <b>Attachment C</b> and <b>Attachment D</b> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

### 2.2. Additional Initial Qualifying Criteria

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must meet the following minimum requirement(s) for a Bidder's Technical and Cost Proposals to be considered:

2.2.1.	<b>Compliance.</b> It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM standards. <b>Please indicate whether the products and services offered in your proposal comply with CPSC, ADA, ADAAG and ASTM standards.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		

## Section 3. Bidder Overview & Qualifications

### 3.1. Company Information

3.1.1.	<b>Company Name &amp; Address.</b>	
Company Name:	Click here to enter response.	
Headquarters Street Address:	Click here to enter response.	
City, State & Zip Code:	Click here to enter response.	
Main Telephone Number:	Click here to enter response.	
Website:	Click here to enter response.	
3.1.2.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Click here to enter response.		
3.1.3.	<b>Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Click here to enter response.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.
3.1.4.	<b>Financial Strength.</b> Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a “Trade Secret” per the terms of <b>RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer</b> and provide your response to this question in a separate electronic file that includes a “Trade Secret” watermark. Any financial information provided should be included as part of the Technical Proposal.</i>	
Click here to enter response.		
3.1.5.	<b>Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	

Click here to enter response.

3.1.6.

**Litigation.** Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

Click here to enter response.

3.1.7.

**Company Identification.** How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider? Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation. Based on your answer, please provide a response to question 3.1.7.1 or 3.1.7.2.

Click here to enter response.

3.1.7.1.

**Authorization.** If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

Click here to provide additional commentary, if necessary.

3.1.7.2.

**Network Relationship.** If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

Click here to provide additional commentary, if necessary.

## 3.2. General Qualifications

3.2.1.

**Industry Experience.** For how long has your company been in the playground and/or related products and services industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of playground equipment and/or related products and services?

Click here to enter response.

3.2.2.

**Geographic Reach.** Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.

Click here to enter response.

3.2.3.

**Certifications.** Describe any relevant certifications held by your company. When did your company initial obtain these certifications? Who was the certifying organization? Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

Click here to enter response.

3.2.4.	<b>Awards.</b> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year the award was issued to your company.
Click here to enter response.	

### 3.3. Public Sector Qualifications

3.3.1.	<b>Public Sector Contract Vehicles.</b> What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide playground equipment and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle)?
Click here to enter response.	
3.3.2.	<b>Public Sector Strategic Growth Plan.</b> Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue that is generated by sales to local governments and educational institutions today? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?
Click here to enter response.	

### 3.4. Mandatory Contract Performance Disclosure

3.4.1.	Pursuant to <b>RFP Section 3.13</b> , disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, " <b>formal claims</b> " means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Sourcing Alliance/Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Sourcing Alliance/Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
Click here to enter response.	

### 3.5. Mandatory Disclosure of Governmental Investigations

3.5.1.	Pursuant to <b>RFP Section 3.14</b> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders
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	<p>must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Sourcing Alliance/Equalis Group's sole discretion. Sourcing Alliance/Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.</p>
<a href="#">Click here to enter response.</a>	

### 3.6. Customer References

3.6.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities like municipalities, K-12 schools or schools districts, and colleges and universities. Each reference should include:</p> <ul style="list-style-type: none"> <li>• Customer name and location;</li> <li>• Customer contact person and his/her title, telephone number, and email address;</li> <li>• A brief description of the products and services provided by your company;</li> <li>• Customer relationship starting and ending dates; and,</li> <li>• Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>
<a href="#">Click here to enter response.</a>	

### 3.7. Insurance Coverage

3.7.1.	<p><b>General Liability, Property &amp; Automobile Insurance.</b> If your company is selected as the Winning Supplier, during the term of any agreements between the your company and Sourcing Alliance/Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<a href="#">Click here to provide additional commentary, if necessary.</a>		
3.7.2.	<p><b>Employee Dishonesty – Members.</b> The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Sourcing Alliance Member utilizing the Program.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No



[Click here to provide additional commentary, if necessary.](#)

3.7.3.

**Third Party Employment Practice Liability – Members.** The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Sourcing Alliance Member utilizing the Program.

☐ Yes ☐ No

[Click here to provide additional commentary, if necessary.](#)

### 3.8. Contracting for Services

3.8.1.

Once a Member decides to accept your company's proposal for services as described in this RFP, what is the process for the member to become a customer? Does your company have standard customer agreements? If so, please provide copies of any standard customer agreements. What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?

[Click here to enter response.](#)

## Section 4. Industry Qualifications

### 4.1. Playground Industry Qualifications

4.1.1.	<b>Public Playground Safety Handbook.</b> Do the products your company offers meet the guidelines stated in the Public Playground Safety Handbook published by the Consumer Product Safety Commissions (CPSC)? The Consumer Product Safety Commissions handbook can be found <a href="#">using this link</a> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.2.	<b>IPEMA Membership.</b> Is your organization a members of the International Play Equipment Manufacturers Association (IPEMA)? Provide all IPEMA product certifications as attachments per the instructions provided in <b>Section 1.3</b> of this document.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.3.	<b>Consumer Products Safety Commission.</b> Confirm the products included in your proposal meet the Consumer Product Safety Commission's safety standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.4.	<b>ASTM.</b> Confirm the products included in your proposal meet the American Society of Testing and Materials (ASTM) standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.5.	<b>ADA.</b> Confirm the products included in your proposal, where necessary, meet the Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.6.	<b>Indicate below which of the American Society of Testing and Materials (ASTM) standards your company meets.</b>	
4.1.6.1.	<b>ASTM-F1487- 11.</b> Standard Consumer Safety Performance Specification for Playground Equipment for Public use.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.6.2.	<b>ASTM-F1292-13.</b> Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
4.1.6.3.	<b>ASTM 1951-09.</b> Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	

4.1.6.4.	<b>ASTM F2049-11.</b> Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<a href="#">Click here to provide additional commentary, if necessary.</a>	
4.1.6.5.	<b>ASTM F2075.</b> Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<a href="#">Click here to provide additional commentary, if necessary.</a>	
4.1.6.6.	<b>Additional ASTM Tests.</b> Are there any other relevant ASTM tests your products are manufactured to meet? Provide a list of the ASTM test number and a short description of the test.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<a href="#">Click here to provide additional commentary, if necessary.</a>	

## 4.2. Manufacturing

4.2.1.	<b>Would you classify your company as a manufacturer?</b> If yes, continue answering the questions in <b>Section 4.2.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<a href="#">Click here to enter response.</a>	
4.2.2.	<b>Operations.</b> Describe your manufacturing operations. Your response may include, but is not limited to, the how many manufacturing facilities, the location of those facilities, the operations performed, and product, product lines or product categories supported from those facilities.	
	<a href="#">Click here to enter response.</a>	
4.2.3.	<b>ISO Certification.</b> Are your manufacturing facilities ISO Certified? If yes, please provide a list of the ISO certifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<a href="#">Click here to enter response.</a>	

## 4.3. Dealer / Distributor / Reseller

4.3.1.	<b>Would you classify your company as a dealer, distributor, or reseller of playground equipment and services?</b> If yes, continue answering the questions in <b>Section 4.3.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<a href="#">Click here to enter response.</a>	
4.3.2.	<b>Operations.</b> Describe your dealer/distributor operations. Your response may include, but is not limited to, the brands or product line your company represents, the number of offices in the U.S., and how you determine which brands or product lines you represent.	
	<a href="#">Click here to enter response.</a>	

## 4.4. Turnkey Capabilities

4.4.1.	<b>Turnkey Capabilities.</b> The needs and requirements of our Members and the public sector at-large vary from one agency or organization to the next. It is Sourcing Alliance/Equalis Group's goal to provide a broad scope of playground solutions through the awarded supplier(s) to address as many of those requirements as possible. Provide a description of your company's capabilities that allows you to provide turnkey playground solutions. The capabilities may be provided directly through your company or through partnership with another company. Include any pricing information related to the capabilities addressed in your response in <b>Attachment B</b> .
Click here to enter response.	
4.4.2.	<b>Contractors/Subcontractors.</b> Describe your company's approach to working with contractors and subcontractors to complete the full scope of a playground project, if required by the Member. Your response may include, but is not limited to, describing how you address other skilled trade work within the scope of any given project like, site work, electrical, and moving of heavy equipment.
Click here to enter response.	
4.4.3.	<b>Small &amp; Disadvantaged Business Enterprises.</b> Describe your company's ability to work with Small Business Enterprise (SBE) and Disadvantaged Business Enterprises (DBE) that public sector clients may require.
Click here to enter response.	
4.4.4.	<b>Project Bonding.</b> Describe your company's bonding capacity.
Click here to enter response.	

## Section 5. Product Offering

### 5.1. Playground Equipment

5.1.1.	<b>Does your company provide playground equipment?</b> If yes, continue answering the questions in <u>Section 5.1</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.1.2.	<b>Product Offering.</b> Provide a list of the all the playground equipment products your company offers. You may attach a separate list or brochure to answer this question according to the instructions provided in <u>Section 1.3</u> of this document.	
Click here to enter response.		
5.1.3.	<b>Product Availability.</b> How does your company make your products available for purchase? Does your company sell direct to the public sector market or make their products available to through a dealer/distributor network? If your company goes to market with an approach not mentioned in this question, please include a description that go-to market strategy below.	
Click here to enter response.		
5.1.3.1.	<b>Rotationally Molded Components.</b> Does your playground equipment include any rotationally molded plastic components? If yes, please describe how your company ensures the products color consistency, color intensity, opacity, and UV resistance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
5.1.4.	<b>Differentiators.</b> Describe the aspects of your playground equipment offerings and/or capabilities which are differentiators in the marketplace.	
Click here to enter response.		

### 5.2. Shade Structures

5.2.1.	<b>Does your company provide shade structures?</b> If yes, continue answering the questions in <u>Section 5.2</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.2.2.	<b>Product Offering.</b> Provide a list of the all the shade structure products your company offers. You may attach a separate list or brochure to answer this question according to the instructions provided in <u>Section 1.3</u> of this document.	
Click here to enter response.		
5.2.3.	<b>Differentiators.</b> Describe the aspects of your shade structure offerings and/or capabilities which are differentiators in the marketplace.	

Click here to enter response.

### 5.3. Aquatic Fixtures and Features

5.3.1.	<b>Does your company provide aquatic fixtures and features?</b> If yes, continue answering the questions in <b>Section 5.3</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.3.2.	<b>Product Offering.</b> Provide a list of the all the aquatic fixtures, feature, and structures your company offers. You may attach a separate list or brochure to answer this question according to the instructions provided in <b>Section 1.3</b> of this document.	
Click here to enter response.		
5.3.3.	<b>Differentiators.</b> Describe the aspects of your aquatic fixtures & features offering and/or capabilities which are differentiators in the marketplace.	
Click here to enter response.		

### 5.4. Adult or Senior Playground & Outdoor Exercise Equipment

5.4.1.	<b>Does your company provide adult or senior playground and out outdoor exercise equipment?</b> If yes, continue answering the questions in <b>Section 5.4</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.4.2.	<b>Product Offering.</b> Provide a list of the all the adult or senior playground products and exercise equipment your company offers. You may attach a separate list or brochure to answer this question according to the instructions provided in <b>Section 1.3</b> of this document.	
Click here to enter response.		
5.4.3.	<b>Differentiators.</b> Describe the aspects of your adult or senior playground & outdoor exercise equipment offerings and/or capabilities which are differentiators in the marketplace.	
Click here to enter response.		

### 5.5. Surfacing

5.5.1.	<b>Does your company provide surfacing options for playground sites?</b> If yes, continue answering the questions in <b>Section 5.5</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		



5.5.2.	<b>Compliance.</b> Confirm the playground surfacing system(s) included in your proposal meet all guidelines stated in the Public Playground Safety Handbook, and the most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.	
Click here to enter response.		
5.5.3.	<b>Product Offering.</b> Please identify which of the surfacing options are included as a part of your proposal.	
5.5.3.1.	Is synthetic turf included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.2.	Is pour-in-place rubber surfacing included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.3.	Is rubber tile surfacing included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.4.	Is engineered wood fiber (EWF) included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.5.	Is shredded/recycled rubber included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.6.	Is sand included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.7.	Is pea gravel included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.8.	Is non-CCA wood mulch included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.3.9.	Is wood mulch included in your proposal? If yes, please describe your offering.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
5.5.4.	<b>Differentiators.</b> Describe the aspects of your playground surfacing offerings and/or capabilities which are differentiators in the marketplace.	
Click here to enter response.		

## 5.6. Site Furnishings

5.6.1.	<b>Does your company provide site furnishings?</b> If yes, continue answering the questions in <b>Section 5.6.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.6.2.	<b>Product Offering.</b> Provide a list of the all the site furnishing products your company offers. You may attach a separate list or brochure to answer this question according to the instructions provided in <b>Section 1.3</b> of this document.	
Click here to enter response.		
5.6.3.	<b>Differentiators.</b> Describe the aspects of your site furnishing offerings and/or capabilities which are differentiators in the marketplace.	
Click here to enter response.		

## 5.7. Signage

5.7.1.	<b>Does your company provide signage products?</b> If yes, continue answering the questions in <b>Section 5.7.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.7.2.	<b>Product Offering.</b> Provide a list of the all the standard and custom signage products your company offers. You may attach a separate list or brochure to answer this question according to the instructions provided in <b>Section 1.3</b> of this document.	
Click here to enter response.		
5.7.3.	<b>Differentiators.</b> Describe the aspects of your signage offerings and/or capabilities which are differentiators in the marketplace.	
Click here to enter response.		

## Section 6. Service Offering

### 6.1. Installation Services

6.1.1.	<b>Does your company provide installation services?</b> If yes, continue answering the questions in <b>Section 6.1.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
6.1.2.	<b>Installation Service Offering.</b> Identify in which of the following ways is installation services provided.	
6.1.2.1.	<b>Company Owned Crews.</b> Does your company utilize company-owned installation crews to provide <i>installation services</i> ? If yes, provide a description of your installation crews which should include, but it not limited to, the required qualifications, certifications or licenses; how they are trained, the typical composition of a crew, how their work is inspected and/or approved, how site work is addressed as a part of the installation process, how the project permitting process is handled, and how the work performed by the installation crew is warranted to meet the intended level of use. If there are additional costs associated with these services include any all related pricing in <b>Attachment B.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
6.1.2.2.	<b>Third-Party Provider.</b> Does your company contract with a third-party installation contractor(s) to provide installation services? If yes, provide a description of the installation provider(s) which should include, but it not limited to, the required qualifications, certifications or licenses; how they are trained, the typical composition of a crew, how their work is inspected and/or approved, how site work is addressed as a part of the installation process, how the project permitting process is handled, and how the work performed by the installation crew is warranted to meet the intended level of use. If there are additional costs associated with these services include any all related pricing in <b>Attachment B.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		

### 6.2. Other Services

6.2.1.	<b>Design Service Offering.</b> Does your company provide design services? If yes, describe the design services provided by your company. Your response may include, but is not limited to, who provides design services, your design philosophy, standards, how your company interacts with the community stakeholders, how your company accounts for the budget and requirements of the Member, and the presentation & approval of design concepts. If there are additional costs associated with these services include any all related pricing in <b>Attachment B.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
6.2.2.	<b>Maintenance &amp; Repair Service Offering.</b> Does your company provide maintenance and repair services? If yes, describe the maintenance and repair services provided by your company. Your response may include, but is not limited to, maintenance intervals, who provides the maintenance, if there are different service levels available and what is offering at each service level, how a repair request is submitted, and how replacement parts are requested. If there are additional costs associated with these services include any all related pricing in <b>Attachment B.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Click here to enter response.		
6.2.3.	<b>Training and Certification Offering.</b> Does your company provide any training and/or certification services? If yes, describe the training and/or certification service provided by your company. Your response may include, but is not limited to, types and duration of training and/or certifications offered by your company. If there are additional costs associated with these services include any all related pricing in <b>Attachment B</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
6.2.4.	<b>Inspection Service(s) Offering.</b> Does your company provide inspection services? If yes, describe the inspections services provided by your company. Your response may include, but is not limited to, types of inspections offered by your company. If there are additional costs associated with these services include any all related pricing in <b>Attachment B – Cost Proposal</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
6.2.5.	<b>Expert Witness.</b> Can your company serve as an expert witness? If yes, describe how your company serves as an expert witness and they expectations your customer should have when you fulfill that role. If there are additional costs associated with this service include any all related pricing in <b>Attachment B – Cost Proposal</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
6.2.6.	<b>Other Services.</b> Identify and describe any other services available as a part of your proposal that has not been addressed in this section.	
Click here to enter response.		

## Section 7. Lead Time & Shipping

### 7.1. Lead Time

7.1.1.	<b>Lead Times.</b> Provide a list of the lead time associated with each of your products or product groups. A range communicating minimum and maximum typical lead times for each product or product group is acceptable.
Click here to enter response.	
7.1.2.	<b>Time Sensitive Orders.</b> Describe your company's available options for expediting orders. If there are additional costs associated with your design services include any all related pricing in <b>Attachment B</b> .
Click here to enter response.	

### 7.2. Shipping

7.2.1.	<b>Describe how your company estimates the cost of, arranges, performs, and monitors the shipping process?</b> <i>Please indicate in what ways this process would differ if the customer requests to manage the shipping process.</i>
Click here to enter response.	
7.2.2.	<b>Notification.</b> Describe your company's shipping schedule notification procedures. Your response should include, but is not limited to, how your company deals with shipping delays and how your customer is notified of delays?
Click here to enter response.	
7.2.3.	<b>Performance.</b> What is your company's percentage of on-time delivery?
Click here to enter response.	

## Section 8. Proposal Development & Invoicing Processes

### 8.1. Proposal Development

8.1.1.	<b>Please describe your proposal development process.</b> Your response should include, but is not limited to, how do you ensure the customer is receiving products, pricing, and the terms and conditions of your cooperative contracts, and how you formally execute on a accepted proposal?
Click here to enter response.	

### 8.2. Invoicing Process

8.2.1.	<b>Describe your invoicing process.</b> Your response may include, but is not limited to, financing options, incremental or progress payments, acceptable methods of payments, and payment terms.
Click here to enter response.	



## Section 9. Warranty

### 9.1. Warranty

9.1.1.	<b>Warranty.</b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment as instructed in Section 2.3 of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Please indicate, and describe if applicable, if there are any optional extended warranty coverage available to Members. Pricing related to the any extended warranty options must be included in Attachment B – Cost Proposal.	
Click here to enter response.		
9.1.2.	<b>Claims.</b> Describe your warranty claims process.	
Click here to enter response.		
9.1.2.1.	<b>Full Coverage.</b> Does the warranty cover all products, parts, and labor? If no, provide further explanation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
9.1.2.2.	<b>Technician's Expense.</b> Does the warranty cover the expense of technicians' travel time and mileage to perform the warranty work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
9.1.2.3.	<b>Prorated Coverage.</b> Is the manufacturer's warranty coverage prorated? If yes, provide further explanation as to how the prorated feature of the warranty may affect current or future Members.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
9.1.2.4.	<b>Third Party Coverage.</b> Is the manufacturer warranty offered through, administered by, and/or financially backed by a third-party? If yes, provide information and background about the third-party insurer.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
9.1.2.5.	<b>Warranty Limits.</b> Does manufacturer warranty place any limits that would adversely affect coverage? Describe any limits to your warranty coverage.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	
9.1.2.6.	<b>Product Coverage.</b> Does the warranty cover products made by other manufacturers that are part of your proposal, or are these warranties typically passed on to the original manufacturer? Describe any limits to your warranty's coverage as it relates to products manufacturer by other companies.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	

## Section 10. Customer Service

### 10.1. Customer Service Department

10.1.1.	<b>Overview.</b> Describe your company's customer service department. Your response should include, but is not limited to, the number of customer service representatives, hours of operations, accessibility to customer service staff and if any of your partners (distributors, dealers, or resellers) play any role in providing customer service.	
Click here to enter response.		
10.1.2.	<b>Complaint Resolution.</b> Describe your company's complaint resolution process. Your response should include details related to warranty claims, if not already addressed in Section 9.1, and unrelated to warranty claims.	
Click here to enter response.		
10.1.3.	<b>Returns &amp; Restocking.</b> Describe your company's return and restocking requirements, policies, and procedures. If there are any fees associated with the return or restocking of products, include those fees in <b>Attachment B – Cost Proposal</b> .	
Click here to enter response.		
10.1.4.	<b>Freight Costs.</b> Are your customer's responsible for paying return freight on any returned products?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	

## Section 11. Additional Features & Other Offerings

### 11.1. Additional Features

11.1.1.	<b>Value Add.</b> Describe any other features or capabilities relating to the playground industry that would improve or enhance the Program. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
Click here to enter response.	

### 11.2. Additional Offerings

11.2.1.	<b>Other Capabilities.</b> Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Members. Any products or services offered in this section will only be considered if pricing is offered in <b><u>Attachment B – Cost Proposal</u></b> in accordance with the directions provide in <b><u>RFP Section 2.3 Cost Proposal &amp; Pricing Template</u></b> .
Click here to enter response.	

## Section 12. Partnering with Sourcing Alliance

### 12.1. Bidder Organizational Structure & Staffing of Relationship

12.1.1.	<b>Primary Point of Contact for Sourcing Alliance/Equalis Group.</b> Who is the individual that will serve as Sourcing Alliance/Equalis Group's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.
Click here to enter response.	
12.1.2.	<b>Key Staff.</b> Provide the names, roles, and tenure with the company of other key staff members who will be working with Sourcing Alliance/Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.
Click here to enter response.	
12.1.3.	<b>Organizational Chart.</b> Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.
Click here to enter response.	
12.1.4.	<b>Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).
Click here to enter response.	
12.1.5.	<b>Five (5) Year Sales Vision &amp; Strategy.</b> A piggybackable Group Purchasing Agreement with Sourcing Alliance/Equalis Group provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to leverage a piggybackable Group Purchasing Agreement with Sourcing Alliance/Equalis Group to win and retain local government and educational institution business over the next five (5) years.
Click here to enter response.	
12.1.6.	<b>Driving Program Participation &amp; Revenue.</b> What geographies and vertical markets will be targeted and in what timeframe?
Click here to enter response.	
12.1.7.	<b>Group Purchasing Agreement Deployment with Sales Team.</b> How will the piggybackable Group Purchasing Agreement be deployed with your public sector sales team?
Click here to enter response.	

12.1.8.	<b>Sales Team Incentives.</b> How will your sales team be incentivized to leverage the Sourcing Alliance/Equalis Group piggybackable Group Purchasing Agreement when pursuing public sector business?
Click here to enter response.	
12.1.9.	<b>Revenue Objectives.</b> What are your revenue objectives in each of the five (5) years of the piggybackable master agreement?
Click here to enter response.	
12.1.10.	<b>New Business Acquisition.</b> What is your strategy for winning new business under the Sourcing Alliance/Equalis Group exemption from traditional bid/RFP processes?
Click here to enter response.	
12.1.11.	<b>Existing Business Retention.</b> What is your strategy for retaining existing business under the Sourcing Alliance/Equalis Group exemption from traditional bid/RFP processes?
Click here to enter response.	

## 12.2. Sourcing Alliance/Equalis Group Administrative Fee & Reporting

12.2.1.	<b>Administrative Fee.</b> Sourcing Alliance/Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable master agreement between the Winning Supplier and Sourcing Alliance/Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Sourcing Alliance/Equalis Group – Sourcing Alliance/Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Members. Confirm that, if selected as the Winning Supplier of this RFP process, respondent agrees to this Administrative Fee structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
12.2.2.	<b>Shared Marketing Costs.</b> Sourcing Alliance/Equalis Group will work closely with the Winning Supplier to drive participation in the Program and will design Program marketing campaigns to current and potential Members across the country. These campaigns may include the development, production, and distribution of marketing collateral, acquiring prospect contact information, attending trade shows, and other typical marketing expenses. All out-of-pocket marketing expenses will be identified as part of the design of each marketing campaign, and each marketing campaign must be approved by both the Winning Supplier and Sourcing Alliance/Equalis Group prior to implementation. The out-of-pocket costs for each marketing campaign are split equally between the Winning Supplier and Sourcing Alliance/Equalis Group and paid to the party incurring the out-of-pocket expenses upon invoice. Confirm that, if selected as the Winning Supplier of this RFP process, your company agrees to share equally in the cost of any agreed upon out-of-pocket expenses as described herein	<input type="checkbox"/> Yes <input type="checkbox"/> No

[Click here to provide additional commentary, if necessary.](#)

12.2.3.

**Sales & Administrative Fee Reporting.** Sourcing Alliance/Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Sourcing Alliance/Equalis Group.

☐ Yes ☐ No

[Click here to provide additional commentary, if necessary.](#)

12.2.4.

**Sales Pipeline Reporting.** Describe the types of reports and information that are available to track ongoing prospect and sales pipeline activity by your company's sales team in support of joint marketing and sales campaigns implemented by your company and Sourcing Alliance/Equalis Group. What types of information and reporting can be accessed by Sourcing Alliance/Equalis Group in real time and/or on a monthly basis? What types of information and reporting can be provided to Sourcing Alliance/Equalis Group electronically on a monthly basis at minimum? Provide samples of prospecting and sales pipeline reports available to Sourcing Alliance/Equalis Group.

[Click here to enter response.](#)



## ATTACHMENT C: REQUIRED RESPONDENT INFORMATION, CERTIFICATIONS, AND ADDITIONAL DOCUMENTS

### SOURCING ALLIANCE/EQUALIS GROUP: PLAYGROUND EQUIPMENT & RELATED SOLUTIONS PROGRAM

**Purpose of this Attachment C:** Sourcing Alliance requires the following information about respondents (“**Respondents**”) who submit proposals in response to any Sourcing Alliance Request for Proposal (“**RFP**”) in order to facilitate the development of the contract with the winning supplier (“**Winning Supplier**”). Sourcing Alliance reserves the right to reject a Respondent’s proposal if the Respondent fails to provide this information fully, accurately, and by the deadline set by Sourcing Alliance in the RFP. Further, some of this information (as identified below) **must** be provided in order for Sourcing Alliance to accept and consider a Respondent’s proposal. **Failure to provide such required information will result in a Respondent’s proposal being deemed nonresponsive to this RFP.**

**Instructions:** Provide the following information regarding the Respondent submitting the proposal. Respondents may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) print this attachment, complete it, and sign it in the designated signature areas, or c) provide the required information and certifications (each fully re-stated from this attachment) on a separate document. It is mandatory that the information provided is certified with an original signature (in **blue ink**, please) from a person with sufficient authority and/or authorization to represent the Respondent. Respondents are to provide the completed and signed information and certifications in **Tab 1** of the Technical Proposal submitted to Sourcing Alliance as described in **RFP Section 4.2 - Format for Organization of the Proposal**.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**Respondents must provide all the information outlined below**

1. Sourcing Alliance RFP Name:  <u>RFP # 2020.05.4</u>	2. Proposal Due Date:  <u>July 9<sup>th</sup>, 2020</u>
3. Respondent Name:  _____  <i>(legal name of the entity responding to RFP)</i>	4. Respondent Federal Tax ID # or Social Security #:  _____
5. Respondent Corporate Address:  _____ _____ _____	6. Respondent Remittance Address <i>(or "same" if same as Item #5):</i>  _____ _____ _____

<p>7. Print or type information about the Respondent representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u></p> <p>Respondent Representative: _____</p> <p>Representative's Title: _____</p> <p>Address 1: _____</p> <p>Address 2: _____</p> <p>City, State, Zip: _____</p> <p>Phone #: _____</p> <p>Fax #: _____</p> <p>E-Mail Address: _____</p>	
<p>8. Print or type the name of the Representative representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the Respondent, and to whom legal notices regarding contract termination or breach, should be sent</u> <i>(if not the same individual as in #7, provide the following information on each such representative and specify their function):</i></p> <p>Respondent Representative: _____</p> <p>Representative's Title: _____</p> <p>Address 1: _____</p> <p>Address 2: _____</p> <p>City, State, Zip: _____</p>	

Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

9. Is this Respondent an Ohio certified Minority Business Enterprise ("MBE")? Yes ☐ No ☐

If yes, attach a copy of current certification to proposal as an appendix in Tab 4 of your proposal.

#### 10. Mandatory Supplier Certifications:

Sourcing Alliance may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Respondents responding to any Sourcing Alliance RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, \_\_\_\_\_ (insert signature of representative shown in Item #7, above), hereby certify and affirm that \_\_\_\_\_ (insert name of the submitting Respondent shown in Item #3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, \_\_\_\_\_ (insert signature of representative shown in Item #7, above), hereby certify and affirm that \_\_\_\_\_ (insert name of the submitting Respondent shown in Item #3, above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

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

**AND**

I, \_\_\_\_\_ (insert signature of representative shown in Item #7, above) hereby certify and affirm that \_\_\_\_\_ (insert name of the submitting supplier shown in Item #3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I, \_\_\_\_\_ (insert signature of representative shown in Item #7, above) hereby certify and affirm that \_\_\_\_\_ (insert name of the submitting Respondent shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under

that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with Sourcing Alliance.

**11. Supplemental Respondent Contract and Equal Employment Opportunity Information:**

- A. Provide data on Respondent employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

- B. If you are the Winning Supplier and this RFP involves the provision of services to Sourcing Alliance Members, will you subcontract any part of the work?

- ☐ NO -or-  
☐ YES, but for less than 50% of the work -or-  
☐ YES, for 50% or more of the work

- C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: \_\_\_\_\_  
 Street Address 1: \_\_\_\_\_  
 Street Address 2: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Work to be Performed: \_\_\_\_\_

Estimated percentage of total proposal to be performed by subcontractors: \_\_\_\_\_ %  
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide). Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Respondent has read the Sourcing Alliance Model Contract attached to the RFP as Attachment F, and if awarded a contract, ☐ Respondent will not (or) ☐ supplier will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Sourcing Alliance. (If any changes are requested, Respondent will review those requested changes if you are the Winning Supplier. All requested changes to model contract language are subject to Respondent approval.)

13. I \_\_\_\_\_, (insert name of Respondent representative in Item #7, above) hereby affirm that this proposal accurately represents the capabilities and qualifications of \_\_\_\_\_ (insert name of submitting Respondent as shown in item #3, above), and I hereby affirm that the cost(s) proposed to Sourcing Alliance for the performance of services and/or provision of goods covered in this proposal in response to this Sourcing Alliance RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### 14. Additional Documents:

Sourcing Alliance makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

##### 14.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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

##### 14.2. Boycott Certification

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

**ADD SIGNATURE BLOCK?**

### 14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All respondents submitting proposals must complete this Federal Funds Certification Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a respondent fails to complete any item in this form, Sourcing Alliance will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 14.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of Sourcing Alliance’s Group Purchasing Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Sourcing Alliance Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### 14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in



its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.3. Equal Employment Opportunity**

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

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

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

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one

and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.6. Right to Inventions Made Under a Contract or Agreement**

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

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

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.8. Debarment and Suspension**

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

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide

exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### **14.3.12. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

#### 14.3.13. Applicability to Subcontractors

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

Does Supplier Partner agree? \_\_\_\_\_  
(Initials of Authorized Representative)

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

### 15. Required Documents for Supplier Partners Intending to Do Business in New Jersey

#### 15.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ <b>Authorized Signature and Title</b>	_____ <b>Date</b>
--	----------------------

## 15.2. Non-Collusion Affidavit

**Company Name:**

**Street:**

**City, State, Zip Code:**

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name

City

in the County of \_\_\_\_\_, State of \_\_\_\_\_ of full age, being  
 duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Company Name Title

the respondent making the proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in said bid

(name of procuring public entity)

proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

\_\_\_\_\_  
Company Name Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**15.3. Affirmative Action Affidavit**  
**(P.L. 1975, C.127)**

**Company Name:** \_\_\_\_\_  
**Street:** \_\_\_\_\_  
**City, State, Zip Code:** \_\_\_\_\_

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval  
\_\_\_\_\_
- OR
2. A photocopy of their Certificate of Employee Information Report  
\_\_\_\_\_
- OR
3. A complete Affirmative Action Employee Information Report (AA302)  
\_\_\_\_\_

**Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_



*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
**Authorized Signature and Title**

\_\_\_\_\_  
**Date**

***P.L. 1995, c. 127 (N.J.A.C. 17:27)***

***MANDATORY AFFIRMATIVE ACTION LANGUAGE***

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

#### 15.4. Political Contribution Disclosure Form

##### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner and** on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time, as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.

- e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
- f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee\*,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
  - a) of the public entity awarding the contract,
  - b) of that county in which that public entity is located,
  - c) of another public entity within that county,
  - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 5) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 6) all principals, partners, officers, or directors of the business entity or their spouses,
- 7) any subsidiaries directly or indirectly controlled by the business entity,
- 8) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.**

## Part I – Supplier Partner Information

Supplier Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

[illegible]☐ Check here if the information is continued on subsequent page(s)

### List of Agencies with Elected Officials Required for Political Contribution Disclosure

**N.J.S.A. 19:44A-20.26**

**County Name:**

## State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

## Freeholders

{County Executive}

County Clerk

## Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.

### 15.5. Stockholder Disclosure Form

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership

- ☐ Limited Liability Corporation  
☐ Limited Liability Partnership  
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 _____. _____ (Notary Public)	
My Commission expires: _____ _____ (Corporate Seal)	

**16. Required Documents for Supplier Partners Intending to Do Business in Arizona**

**16.1. Arizona Supplier Partner Requirements**

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements.** Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

Sourcing Alliance reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Sourcing Alliance and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Supplier Partner Employee Work Eligibility.** By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Sourcing Alliance and/or Sourcing Alliance members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. Sourcing Alliance and Sourcing Alliance members reserve the right to confirm compliance. In the event that Sourcing Alliance or Sourcing Alliance members suspect or find that any Supplier Partner or subcontractor is not in compliance, Sourcing Alliance may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

**AZ Non-Compliance.** All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona).** For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner 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 Sourcing Alliance member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments.** In accordance with A.R.S. 35-392, Sourcing Alliance and Sourcing Alliance members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

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

\_\_\_\_\_  
Date

This GP Agreement entered into as of the date of Month in the year of year.

**Commented [DA1]:** Each area of the GP Agreement template that must be updated when finalizing after contract award is highlighted in yellow. Replace the highlighted text with the appropriate information and eliminate the yellow highlight. The easiest way to do that is double click on the highlighted text and simply type in the information – the highlight will disappear.

**GROUP PURCHASING AGREEMENT**

*between*

**Cooperative Council of Governments**

6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

*and*

**Winning Supplier**

Street Address 1  
Street Address 2  
City, State Zip

*and*

**Collaborent Group, Ltd.,**

**A Wholly-Owned Subsidiary of Equalis Group LLC**

5550 Granite Parkway  
Plano, Texas 75024



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THIS GROUP PURCHASING AGREEMENT (this "**GP Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio not-for-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), Winning Supplier, a **State** corporation with its principal place of business at **street address, City, State Zip** ("**Winning Supplier**"), and Collaborant Group, Ltd., a wholly-owned subsidiary of Equalis Group LLC, with its principal place of business at 5550 Granite Parkway, Plano, Texas 75024 ("**Collaborant**"). Throughout this GP Agreement, CCOG, Winning Supplier, and Collaborant are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

**Commented [DA2]:** Defined terms are ("**Bolded**") for ease of reference when reviewing the Agreement.

**Commented [DA3]:** Insert the supplier trade name (e.g., "ABC Products & Services, Inc." becomes "ABC"). Do a search for "Winning Supplier" and replace with "Trade Name".

## SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national public sector group purchasing organization, by publicly procuring group purchasing agreements ("**Group Purchasing Agreements**") for products and services to be made available to current and prospective Equalis Group members.

B. Collaborant is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a member ("**Member**"). The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including private companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Group Purchasing Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this GP Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") #**Number** dated **Month Day, Year** for contracting on behalf of the Participants for **definition of products and services solicited in the RFP** ("**Products & Services**");

**Commented [DA4]:** Update this Recital to reflect the RFP #, date of publication, and definition of Products & Services.

H. CCOG determined that Winning Supplier submitted the lowest responsive and responsible bid in response to **RFP #Number** for the Products & Services subject to this GP Agreement;

**Commented [DA5]:** Update this Recital to reflect the RFP #.

I. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group;

J. CCOG and Collaborant agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this GP Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**2.1. Appendices.** Winning Supplier agrees to provide Products & Services as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this GP Agreement and the appendices attached hereto and made a part of this GP Agreement (if one, an “Appendix” or more, “Appendices”).

- (i) **Appendix A** defines the Term of this GP Agreement and addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this GP Agreement.
- (iii) **Appendix C** provides sample Winning Supplier Customer Agreements between Winning Supplier and a Program Participant.

**2.2. Terms in Appendices.** In all cases where the terms of this GP Agreement and any Appendices disagree, the terms in the Appendix shall control.

**2.3. Utilization of Products & Services.** Purchases of the Products & Services from Winning Supplier may only be made by any Equalis Group Participant upon execution of such credit applications, forms, agreements, appendices, or other documentation (“Customer Agreements”) as mutually agreed upon by Winning Supplier and Collaborant and as attached hereto as **Appendix C**.

**2.4. Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term of this GP Agreement, as defined in **Appendix A**, and any Customer Agreement.

**2.5. Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**. If the application of any rate, fee, charge, or other monetary incentive as set forth in **Appendix B** will create a hardship to Winning Supplier, CCOG, or Collaborant, the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to the terms of **Appendix B** upon mutual written agreement of the Parties.

**Commented [DA6]:** This GP Agreement is structured such that key business terms which may change or evolve are incorporated in Appendices; basic legal terms are included in the body of the GP Agreement. This structure allows the Parties to easily update business terms as conditions warrant without having to amend or restate the entire GP Agreement.

**Commented [DA7]:** All references to Sections and Appendices within this agreement are **Bolded & Underlined** for ease of reference.

**Commented [DA8]:** This Section included to protect Winning Supplier.

**Commented [DA9]:** This Section included to protect Winning Supplier.

**Commented [DA10]:** This terminology included to protect all Parties.

## SECTION 3. TERMS & CONDITIONS

**3.1. Independent Contractors.** In the performance of this GP Agreement, Winning Supplier will be an independent contractor to CCOG and Collaborant, and will not be or act as, or be deemed to otherwise be an agent, employee, or representative of CCOG, Collaborant, or any Equalis Group Participant. CCOG and Collaborant will be independent contractors to Winning Supplier, and will not be or act as, or be deemed to be agents, employees, or representatives of Winning Supplier. Winning Supplier's employees will not be deemed to be CCOG's and/or Collaborant's employees or employees of any Equalis Group Participant, and CCOG's and Collaborant's employees will not be deemed to be Winning Supplier's employees. Nothing contained in an Appendix or this GP Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of the other Parties' performance. No partnership, joint venture, or other relationship between the Parties or any Equalis Group Participant is created hereby.

**Commented [DA11]:** This Section included to protect all Parties and is mutual.

### 3.2. Operational Control.

(a) **Winning Supplier Control.** As between the Parties, Winning Supplier will have sole and exclusive control over the manner in which Winning Supplier and its employees, subcontractors, and suppliers deliver the Products & Services. Winning Supplier will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Winning Supplier furnishes the types and quantities of Products & Services specified in **Appendix B** to all Program Participants purchasing Products & Services throughout the Term of this GP Agreement and Winning Supplier executes its roles and responsibilities in accordance with any Customer Agreements. Such individuals will not be considered employees or subcontractors of CCOG, Collaborant, or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Winning Supplier.

(b) **Collaborant Control.** As between the Parties, Collaborant will have sole and exclusive control over the manner in which Collaborant and its parent company, employees, subcontractors, and suppliers perform its responsibilities under this GP Agreement. Collaborant will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Collaborant executes its roles and responsibilities in accordance with **Appendix F** throughout the Term of this GP Agreement. Such individuals will not be considered employees or subcontractors of CCOG, Winning Supplier, or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Collaborant.

(c) **Taxes.** Except as otherwise specified herein, each Party will be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to those employees engaged by that Party pursuant to the performance of this GP Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees.

**3.3. Technical Systems; Intellectual Property.** Winning Supplier shall retain title to its proprietary systems and methodologies used in connection with the delivery of Products & Services during the course of this GP Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Winning Supplier or licensed to Winning Supplier by a third Party and incorporated into any sale of Products & Services ("**Winning Supplier Systems and Methods**"). As needed, Winning Supplier shall grant a limited license to all Program Participants subject to this GP Agreement to use Winning Supplier's Systems & Methods during the Term of this GP Agreement and for the duration of any Customer Agreements established between Winning Supplier and a Participant to purchase Products & Services subject to the terms of this GP Agreement until such Customer Agreements expire or are terminated.

**3.4. Non-Solicitation.** During the Term of this GP Agreement and for a period of twelve (12) months following the termination or expiration of this GP Agreement, no Party will knowingly solicit, or cause any other person to knowingly solicit, any employees or contractors of another Party who are or were employed or engaged by that other Party during the prior twelve (12) months.

### 3.5. Confidentiality.

(a) **Obligation.** The nature and details of the business relationship covered by this GP Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this GP Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties'

**Commented [DA12]:** This Section included to protect Winning Supplier and Collaborant, both of which have operational responsibilities under this GP Agreement, and is mutual. CCOG is not included in this Section because CCOG is serving as the Lead Public Agency and does not have day-to-day operational responsibilities.

**Commented [DA13]:** This Section included to protect Winning Supplier.

**Commented [DA14]:** This Section included to protect all Parties and is mutual.

**Commented [DA15]:** This Section included to protect all Parties and is mutual.

Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, and subcontractors with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, and subcontractors abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this Section will continue in effect for the Term of this GP Agreement and for a period of two (2) years after the date this GP Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as defined in **Section 3.13**, at the Addresses for Notices set forth in **Appendix A** of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

### 3.6. **Indemnification.**

(a) **Winning Supplier Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Winning Supplier shall indemnify, defend, and hold harmless ("**Indemnifying Party**") CCOG and Collaborent, and their respective officers, directors, employees, subcontractors, agents, and all Equalis Group Participants subject to this GP Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this GP Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Winning Supplier, its officers, directors, employees, subcontractors, and agents subject to this GP Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this GP Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

**Commented [DA16]:** This Section included to protect all Parties and is mutual, with the exception of "strict products liability", which only applies to Winning Supplier as the provider of Products & Services.

(c) **Collaborant Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Collaborant shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) Winning Supplier, its officers, directors, employees, subcontractors, and agents subject to this GP Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys’ fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this GP Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

### **3.7. Notice & Opportunity to Defend; Limitations & Thresholds.**

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys’ fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance will not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this GP Agreement, indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**Commented [DA17]:** This Section included to protect all Parties and is mutual.

**3.8. Winning Supplier Insurance.** During the Term of this GP Agreement, and for two (2) years following expiration or termination of this GP Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, or suppliers engaged in Winning Supplier’s performance of its duties under this GP Agreement, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this GP Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier’s provision of Products & Services to Program Participants. CCOG, Collaborant, Equalis Group LLC, and their respective officers, directors, employees, and agents will be named as additional insureds on Winning Supplier’s related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice, as defined in **Section 3.13**, to CCOG and Collaborant at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Collaborant within ten (10) calendar days after the Effective Date of this GP Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this **Section 3.8** are no longer applicable.

**Commented [DA18]:** This Section included to protect CCOG, Collaborant, and Program Participants.

**3.9. Termination Rights.** The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or

**Commented [DA19]:** This Section included to clearly define the circumstances under which this GP Agreement may be terminated.



remedy, may terminate this GP Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent.** This GP Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach.** In the event that any Party commits a material breach of its obligations under this GP Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this GP Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A**.

**3.10. Effects of Termination.** Upon termination of this GP Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this GP Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this GP Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, Collaborant shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this GP Agreement was in effect to another Group Purchasing Agreement.

**3.11. Audit of Winning Supplier.** CCOG and Collaborant shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**Commented [DA20]:** This Section included to protect CCOG, Collaborant, and Program Participants.

**3.12. Force Majeure.** This GP Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this GP Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this GP Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this GP Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Collaborant and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**Commented [DA21]:** This Section included to protect the Parties and Program Participants.

**3.13. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("Notice") must be in writing and will be deemed given to the addresses set forth in **Appendix A** (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**Commented [DA22]:** This Section allows the Parties to provide Notice under traditional means. However, electronic communication is explicitly allowed for day-to-day business communications.

**3.14. Waiver.** Other than the rights and obligations with respect to payment provided by this GP Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or

**Commented [DA23]:** This Section included to protect all Parties and is mutual.

failure to comply with any provision of this GP Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this GP Agreement.

**3.15. Governing Law; Invalidity.** This GP Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this GP Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this GP Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this GP Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio.

**Commented [DA24]:** Choice of law for this GP Agreement must be the State of Ohio because CCOG (as the Public Sector Contract Holder) is a political subdivision in Ohio subject to Ohio law.

**3.16. Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this GP Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

**Commented [DA25]:** This Section included to protect all Parties and is mutual.

**3.17. Assignment.** This GP Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Collaborant may assign their respective rights and obligations under this GP Agreement without the consent of the other Parties in the event either Winning Supplier or Collaborant shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this GP Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 3.17** shall be null and void. This GP Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this GP Agreement.

**Commented [DA26]:** This Section included to protect all Parties and is mutual.

**3.18. No Third Party Beneficiaries; Survival of Representations.** This GP Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this GP Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this GP Agreement, in whole or in part.

**Commented [DA27]:** This Section included to protect all Parties and is mutual.

**3.19. Entire Agreement.** This GP Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this GP Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this GP Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete RFP response is hereby incorporated into and made part of this GP Agreement.

**Commented [DA28]:** This Section included to protect all Parties and is mutual.

**3.20. Execution in Counterparts.** This GP Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. For purposes of this GP Agreement, a facsimile or electronic signature will be deemed an original signature.

**Commented [DA29]:** This Section included to facilitate the execution of this GP Agreement.

**3.21. Titles, Headings & Recitals.** The Preamble to this GP Agreement is hereby incorporated herein and made part of this GP Agreement. The Recitals stated within this GP Agreement are deemed to be a part of this GP Agreement. The titles and headings of the sections and paragraphs of this GP Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this GP Agreement.

**3.22. Mediation; Arbitration.**

**Commented [DA30]:** This Section included to provide a clearly defined dispute resolution process that protects the Parties from potential costs of litigation.

(a) **Mediation.** Any claim or controversy related to or arising out of this GP Agreement, whether in contract or tort ("**Dispute**"), will be resolved on a confidential basis according to the following process, which any Party may initiate by delivering to the other Party(ies) a written Notice describing the Dispute and the

amount involved ("**Demand**"). After issuance of a Demand, the Parties shall continue to perform all obligations as required under this GP Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet, whether in person or electronically, within thirty (30) days after receipt of a Demand at a mutually agreed upon time to try to resolve the Dispute by negotiation.

(b) **Unsuccessful Mediation.** If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, any Party(ies) may start binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, a Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing Party's(ies') actual damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this GP Agreement. Each Party will bear its internal expenses and attorneys' fees and expenses.

(c) **Privileged.** The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) **Joinder.** Any Party(ies) may join any other Party(ies) in the Arbitration Proceeding that any Party(ies) deems necessary to reach a complete adjudication of any Dispute arising under the terms of this GP Agreement and related to the Products & Services furnished to any Participants pursuant to this GP Agreement.

(e) **Other Suits.** Nothing in this **Section 3.22** will preclude any Party's recourse to a court of competent jurisdiction as defined in **Section 3.15** to: (a) enforce the terms of, or an arbitration under, this **Section 3.22**; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or, (c) recover specific property, including an action in replevin.

### **3.23. Nondiscrimination & Intimidation.**

(a) Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this GP Agreement or any subcontract, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this GP Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) Winning Supplier expressly agrees to include the provisions of this **Section 3.23** in each of its written Subcontractor agreements for the Products & Services subject to this GP Agreement.

**Commented [DA31]:** This Section includes "flow down" requirements applicable to any agreement between CCOG and a third-party vendor under Ohio Revised Code.

***[SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF, the Parties hereto have caused this GP Agreement to be executed by their duly authorized representatives as of the Effective Date.

**THE COOPERATIVE COUNCIL OF  
GOVERNMENTS, INC.**

By: \_\_\_\_\_

Name: Scott A. Morgan

As: CCOG Board President

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

**WINNING SUPPLIER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

As: \_\_\_\_\_

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

**COLLABORENT GROUP, LTD.**

By: \_\_\_\_\_

Name: David J. Akers

As: President & CEO

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

## APPENDIX A: TERM OF AGREEMENT; NOTICES

### 1. The Term.

This GP Agreement and the Appendices attached hereto will become effective as of the Effective Date. This GP Agreement will remain in effect for approximately five (5) years and expire on Month day, year (the "**Termination Date**") unless extended or unless otherwise terminated or cancelled as set forth in the GP Agreement (the "**Initial Term**"). This GP Agreement may be renewed at any time by the mutual written consent of the Parties (each a "**Renewal Term**") unless this GP Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "**Term**."

**Commented [DA32]:** The definition of the Term and the renewal language allows Winning Supplier, CCOG, and Collaborent tremendous flexibility to maintain a contractual relationship in the public sector space that is working effectively for all Parties, including Equalis Group Participants.

### 2. Addresses for Notices.

#### a. If to **CCOG**:

The Cooperative Council of Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

#### b. If to **Winning Supplier**:

and with copy to:

Name  
Title  
Street Address 1  
Street Address 2  
City, State, Zip  
Facsimile:  
Email:

**Commented [DA33]:** This additional space is provided in the event that Winning Supplier desires to have Notice copied to multiple individuals and/or to legal counsel.

#### c. If to **COLLABORENT**:

Collaborent Group, Ltd.  
Attn: David Robbins  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002  
Email: [DRobbins@EqualisGroup.org](mailto:DRobbins@EqualisGroup.org)

## APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from Winning Supplier. This **Appendix B** may be modified at any time with the mutual written consent of Winning Supplier and Collaborant.

### 1. **Products & Services**

To be completed following contract award to Winning Supplier based on Winning Supplier's RFP response and subsequent negotiations.

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Winning Supplier and Collaborant.

### 2. **Pricing for Products & Services**

To be completed following contract award to Winning Supplier based on Winning Supplier's RFP response and subsequent negotiations.

### 3. **Price Adjustments**

To be completed following contract award to Winning Supplier based on Winning Supplier's RFP response and subsequent negotiations.

**Commented [DA34]:** This Section is included for Winning Supplier to insert a description of the Products & Services subject to this Agreement. Typically, CCOG and Collaborant work with suppliers to ensure that their entire catalog of products and/or portfolio of services are incorporated in this Agreement to enable Winning Supplier sales representatives to cross-sell Winning Supplier's full suite of offerings to current and future Equalis Group Participants.

**Commented [DA35]:** CCOG and Collaborant recognize that the suite of offerings made available by Winning Supplier will evolve over time. This language ensures that the definition of Products & Services can be appropriately updated to reflect Winning Supplier's then current suite of offerings available to Equalis Group Participants.

**Commented [DA36]:** The language in this Section is tailored to the specific Winning Supplier and the suite of offerings subject to this Agreement. Pricing is either embedded in this Appendix or attached and incorporated by reference.

A key element of most Equalis Group contracts is that Winning Suppliers have some degree of pricing flexibility to ensure that Program Participants can receive the best value while recognizing that the specific needs and requirements for each individual Program Participant will likely vary and a one-size-fits all pricing methodology is not optimal.

**Commented [DA37]:** This Section included to provide a mechanism for updating pricing for Products & Services, whether on an annual or as-needed basis, if appropriate given the Products & Services. Collaborant requires advance notification of proposed price changes for two reasons: 1) to allow time for Collaborant to review and approve such price changes, and 2) to ensure sufficient time is available to proactively communicate price changes to affected Program Participants in advance of those price changes going into effect.

## APPENDIX C: WINNING SUPPLIER CUSTOMER AGREEMENTS

This Appendix C may be modified at any time with the mutual written consent of Winning Supplier and Collaborant.

The following documents are hereby incorporated by reference in this GP Agreement pursuant to Section 2.3 of this GP Agreement:

- Insert name(s) of Winning Supplier standard Customer Agreement(s) as amended for Program Participants

**Commented [DA38]:** This Appendix included to clearly identify the standard Winning Supplier customer agreements (if applicable), as amended by Winning Supplier and Collaborant, that Winning Supplier will utilize with Program Participants subject to this Agreement. These amended customer agreements will be utilized by Winning Supplier sales representatives with all Program Participants and Prospective Participants subject to this Agreement.



This Agreement entered into as of the **Date** of **Month** in the year of **Year**.

**Commented [DA1]:** Each area of the Administration Agreement template that must be updated when finalizing after contract award is highlighted in **yellow**. Replace the highlighted text with the appropriate information and eliminate the yellow highlight. The easiest way to do that is double click on the highlighted text and simply type in the information – the highlight will disappear.

## **ADMINISTRATION AGREEMENT**

*between*

### **Winning Supplier**

Street Address 1

Street Address 2

City, State Zip

*and*

### **Equalis Group LLC**

5550 Granite Parkway

Plano, Texas 75024

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THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between Winning Supplier, a **State** corporation with its principal place of business at **street address, City, State Zip** ("**Winning Supplier**") and Equalis Group LLC, with its principal place of business at 5550 Granite Parkway, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

**Commented [DA2]:** Defined terms are ("**Bolded**") for ease of reference when reviewing the Agreement.

**Commented [DA3]:** Insert the supplier trade name (e.g., "ABC Products & Services, Inc." becomes "ABC"). Do a search for "Winning Supplier" and replace with "Trade Name".

## SECTION 1. RECITALS

A. The Cooperative Council of Governments, Inc. ("**CCOG**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national public sector group purchasing organization, by publicly procuring group purchasing agreements ("**Group Purchasing Agreements**") for products and services to be made available to current and prospective Equalis Group members.

B. CCOG issued request for proposal ("**RFP**") #**Number** dated **Month Day, Year** for contracting on behalf of Equalis Group members for **definition of products and services solicited in the RFP** ("**Products & Services**");

**Commented [DA4]:** Update this Recital to reflect the RFP #, date of publication, and definition of Products & Services.

C. CCOG determined that Winning Supplier submitted the lowest responsive and responsible bid in response to **RFP #Number** for the Products & Services;

**Commented [DA5]:** Update this Recital to reflect the RFP #.

D. CCOG, Collaborent Group, Ltd. (a wholly-owned subsidiary of Equalis), and Winning Supplier entered into that certain group purchasing agreement (the "**GP Agreement**") effective as of **Month Day, Year** to provide Products & Services to Equalis Group Participants (as defined in the GP Agreement);

E. Equalis actively promotes Group Purchasing Agreements to current and prospective Equalis Group Participants through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix D**;

F. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**2.1. Defined Terms.** Any capitalized terms not defined in this Agreement shall have the same meaning as defined in the GP Agreement.

**2.2. Appendices.** Winning Supplier agrees to provide Products & Services as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Agreement and the appendices attached hereto and made a part of this Agreement (if one, an "**Appendix**" or more, "**Appendices**").

- (i) **Appendix A** defines the addresses for Notices.
- (ii) **Appendix B** defines Winning Supplier's reporting requirements.
- (iii) **Appendix C** identifies each Party's trademarks and logos authorized for use by the other Party, subject to the terms of this Agreement.
- (iv) **Appendix D** sets forth the roles and responsibilities of the Parties.
- (v) **Appendix E** defines the financial terms between the Parties.

**Commented [DA6]:** This Agreement is structured such that key business terms which may change or evolve are incorporated in Appendices; basic legal terms are included in the body of the Agreement. This structure allows the Parties to easily update business terms as conditions warrant without having to amend or restate the entire Agreement.

**Commented [DA7]:** All references to Sections and Appendices within this agreement are **Bolded & Underlined** for ease of reference.

- (vi) **Appendix F** identifies the Parties' primary points of contact.
- (vii) **Appendix G**, as amended from time to time, lists the Prospective Participants subject to this Agreement.

**2.3. Terms in Appendices.** In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

**2.4. Rates & Charges.** The Administrative Fees to be paid by Winning Supplier to Equalis are set forth in **Appendix E**. If the application of any rate, fee, charge, or other monetary incentive as set forth in **Appendix E** will create a hardship to Winning Supplier or Equalis, the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to the terms of **Appendix E** upon mutual written agreement of the Parties.

**Commented [DA8]:** This terminology included to protect both Parties.

**2.5. Publicity & Joint Marketing.**

(a) **Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

**Commented [DA9]:** This Section included to protect both Parties.

(b) **Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier's trademarks and logos identified in **Appendix C** ("**Winning Supplier Trademarks**"). Equalis authorizes Winning Supplier to use Equalis' trademarks and logos identified in **Appendix C** ("**Equalis' Trademarks**"). Each Party's use of such trademarks will be limited solely to joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the GP Agreement and this Agreement.

**Commented [DA10]:** This Section included for practical and efficiency purposes. It is not reasonable to require prior, written consent for each use, web page update, collateral edit, etc.

(c) **Use of Name/Logo.** Winning Supplier authorizes Equalis to utilize Winning Supplier's Trademarks and name in standard communication, including correspondence, newsletters, and website material. Equalis authorizes Winning Supplier to utilize Equalis' Trademarks and name in standard communication, including correspondence, newsletters, and website material.

**Commented [DA11]:** This Section included for practical and efficiency purposes to ensure Parties are explicitly authorized to market Products & Services and grow sales.

**2.6. Participants Subject to the GP Agreement**

**Commented [DA12]:** This Section clearly identifies what current and future Equalis Group Participants and Prospective Participants are subject to the terms and conditions of the GP Agreement and this Agreement.

(a) **Equalis Group Members.** Any Equalis Group Participant who purchases Products & Services from Winning Supplier subject to the GP Agreement shall be considered a "**Program Participant**". Winning Supplier shall not directly solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any bid or request for proposal from any Program Participants relating to the acquisition of Products & Services that are available from Winning Supplier through the GP Agreement to such Program Participants unless such Products & Services are made available to such Program Participants through, under, and subject to the terms of the GP Agreement.

(b) **Joint Prospecting.** The Parties may agree to identify and jointly market Products & Services to prospective Participants ("**Prospective Participants**"). Such Prospective Participants will be listed in **Appendix G**, as updated from time to time upon the mutual written consent of the Parties. Winning Supplier will identify, mark, register, or code each Prospective Participant as an Equalis Group account within its internal tracking system. Any Prospective Participants who become Program Participants during the Term of this Agreement shall be subject to the terms and conditions of the GP Agreement and this Agreement, including the payment of Administrative Fees as defined in **Appendix E**. Winning Supplier shall not directly solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any bid or request for proposal from any Prospective Participants relating to the acquisition of Products & Services that are available from Winning Supplier through the GP Agreement to such Prospective Participants unless such Products & Services are made available to such Prospective Participants through, under, and subject to the terms of the GP Agreement.

(c) **Prospective Participant Registration.** Prospective Participants may be identified jointly by Winning Supplier and Equalis, by Winning Supplier and proposed to Equalis, or by Equalis and proposed to Winning Supplier. The Parties shall designate senior executives with the authority to approve the registration of proposed Prospective Participants under this Agreement, and no proposed Prospective Participants shall be approved as Prospective Participants subject to the terms of the GP Agreement without the written approval (including via email) of a designated senior executive from both Parties. The Party receiving the registration approval request will have ten (10) business days to respond and approve or disapprove of each registration request in writing, including via email, to the other Party. Such approval shall not be unreasonably withheld, and all approved Prospective Participants shall be listed in **Appendix G** as updated. Winning Supplier will provide Equalis with the name of the Winning Supplier branch and Winning Supplier sales representative (if applicable) to whom each registered Prospective Participants is assigned, and such information shall also be included in **Appendix G**.

(d) **Equalis Group Membership Agreement.** In conjunction with the provision of Customer Agreements to Prospective Participants and/or initiating the sale of Products & Services to Prospective Participants not required to enter into Customer Agreements, Winning Supplier will provide the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via [www.EqualisGroup.org](http://www.EqualisGroup.org)) and direct any Prospective Participants subject to the GP Agreement who have not already joined Equalis Group to do so in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and Program Participants are in full compliance with applicable state procurement statutes.

## SECTION 3. TERMS & CONDITIONS

**3.1. Independent Contractors.** In the performance of this Agreement, Winning Supplier will be an independent contractor to Equalis, and will not be or act as, or be deemed to otherwise be an agent, employee, or representative of Equalis or any Equalis Group Participant. Equalis will be independent contractor to Winning Supplier, and will not be or act as, or be deemed to be agents, employees, or representatives of Winning Supplier. Winning Supplier's employees will not be deemed to be Equalis employees or employees of any Equalis Group Participant. Equalis employees will not be deemed to be Winning Supplier's employees. Nothing contained in this Agreement or an Appendix may be construed to be inconsistent with that relationship or status. Neither Party exercises direct control or supervision over the employees of the other Party and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Party or the manner of the other Party's performance. No partnership, joint venture, or other relationship between the Parties or any Equalis Group Participant is created hereby.

**Commented [DA13]:** This Section included to protect both Parties and is mutual.

**Formatted:** Font: Arial Narrow

### **3.2. Operational Control.**

(a) **Winning Supplier Control.** As between the Parties, Winning Supplier will have sole and exclusive control over the manner in which Winning Supplier and its employees, subcontractors, and suppliers perform its responsibilities under this Agreement. Winning Supplier will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith and Winning Supplier executes its roles and responsibilities in accordance with **Appendix D** throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of Equalis or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Winning Supplier.

(b) **Equalis Control.** As between the Parties, Equalis will have sole and exclusive control over the manner in which Equalis and its employees, subcontractors, and suppliers deliver the Equalis Services. Equalis will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Equalis executes its roles and responsibilities in accordance with **Appendix D** throughout the Term of this Agreement. Such individuals will not be considered employees

**Commented [DA14]:** This Section included to protect Winning Supplier and Equalis, both of which have operational responsibilities under this Agreement, and is mutual.

or subcontractors of Winning Supplier or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Equalis.

(c) **Taxes.** Except as otherwise specified herein, each Party will be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to those employees engaged by that Party pursuant to the performance of this Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees.

**3.3. Non-Solicitation.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, neither Party will knowingly solicit, or cause any other person to knowingly solicit, any employees or contractors of the other Party who are or were employed or engaged by that other Party during the prior twelve (12) months.

**Commented [DA15]:** This Section included to protect both Parties and is mutual.

**3.4. Confidentiality.**

**Commented [DA16]:** This Section included to protect both Parties and is mutual.

(a) **Obligation.** The nature and details of the business relationship covered by this Agreement, and the business information regarding a Party (the "**Disclosing Party**") to which the other Party (the "**Receiving Party**") may become privy during the Term of this Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Party's Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, and subcontractors with a need to know the Information. The foregoing will not limit the Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, and subcontractors abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this **Section 3.4 (a)** will continue in effect for the Term of this Agreement and for a period of two (2) years after the date this Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the Disclosing Party prompt, written Notice, as defined in **Section 3.11**, at the Addresses for Notices set forth in **Appendix A** of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**3.5. Indemnification.**

**Commented [DA17]:** This Section included to protect both Parties and is mutual, with the exception of "strict products liability", which only applies to Winning Supplier as the provider of Products & Services.

(a) **Winning Supplier Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Winning Supplier shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Equalis, and its officers, directors, employees, subcontractors, agents, and all Equalis Group Participants subject to this Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits



which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability.

(b) **Equalis Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Equalis shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Winning Supplier, its officers, directors, employees, subcontractors, and agents subject to this Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

### **3.6. Notice & Opportunity to Defend; Limitations & Thresholds.**

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance will not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this Agreement, indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

### **3.7. Termination Rights.** This Agreement shall only be terminated if the GP Agreement is terminated.

### **3.8. Effects of Termination.**

(a) **Insolvency or Breach of CCOG or Equalis.** Upon termination of the GP Agreement as a result of the insolvency of CCOG or Equalis as defined in **Section 3.9 (a)** of the GP Agreement or breach of CCOG or Equalis as defined in **Section 3.9 (c)** of the GP Agreement, ongoing Administrative Fee and other payments, as set forth in **Appendix E**, from Winning Supplier to Equalis shall cease as of the date of termination; Winning Supplier must nonetheless pay to Equalis, or such other party as ordered by a court of competent jurisdiction, in full any Administrative Fee and other payments owed to Equalis through the date of the termination.

(b) **Insolvency or Breach of Winning Supplier.** Upon termination of the GP Agreement as a result of the insolvency of Winning Supplier as defined in **Section 3.9 (a)** of the GP Agreement or breach of

**Commented [DA18]:** This Section included to protect both Parties and is mutual.

**Commented [DA19]:** This Agreement may only be terminated if the GP Agreement is terminated.

**Commented [DA20]:** This Section provides incentive to Winning Supplier to fully comply with the terms of the GP Agreement or suffer a financial penalty.

Winning Supplier as defined in **Section 3.9 (c)** of the GP Agreement, Winning Supplier must continue making Administrative Fee and other payments, as set forth in **Appendix E**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) throughout the term of each individual Program Participant's Customer Agreement with Winning Supplier, whichever is longer, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the GP Agreement.

(c) **End of Term.** If the GP Agreement is terminated due to expiration of the GP Agreement, Winning Supplier must making Administrative Fee and other payments, as set forth in **Appendix E**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) throughout the term of each individual Program Participant's Customer Agreement with Winning Supplier, whichever is longer, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the expiration of the GP Agreement.

(d) **Mutual Written Consent.** Upon termination of the GP Agreement as a result of the mutual written agreement of the Parties, Winning Supplier must continue making Administrative Fee and other payments, as set forth in **Appendix E**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) throughout the term of each individual Program Participant's Customer Agreement with Winning Supplier, whichever is longer, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the GP Agreement.

**3.9. Audit of Winning Supplier.** Equalis shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees (as defined in **Appendix E**) to Equalis, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**3.10. Force Majeure.** This Agreement will be temporarily suspended during any period to the extent that either Party during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). Neither Party will have any liability to the other Party for a delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement.

**3.11. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth in **Appendix A** (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication.

**3.12. Waiver.** Other than the rights and obligations with respect to payment provided by this Agreement, waiver by either Party of or the failure of either Party hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

**Commented [DA21]:** This Section ensures that Equalis and CCOG continue to participate in ongoing Winning Supplier revenue streams generated through customer agreements or customer relationships that i) were established using the GP Agreement as a contract vehicle, and ii) extend beyond the Term of the GP Agreement. This clause enables customer agreements or customer relationships established subject to the GP Agreement to extend beyond the Term of the GP Agreement, rather than be coterminous with the GP Agreement.

**Commented [DA22]:** This Section ensures that Equalis and CCOG continue to participate in ongoing Winning Supplier revenue streams generated through customer agreements or customer relationships that i) were established using the GP Agreement as a contract vehicle, and ii) extend beyond the Term of this Agreement. This clause enables customer agreements or customer relationships established subject to the GP Agreement to extend beyond the Term of the GP Agreement, rather than be coterminous with the GP Agreement.

**Commented [DA23]:** This Section included to protect Equalis and Program Participants.

**Commented [DA24]:** This Section included to protect the Parties and Program Participants.

**Commented [DA25]:** This Section allows the Parties to provide Notice under traditional means. However, electronic communication is explicitly allowed for day-to-day business communications.

**Commented [DA26]:** This Section included to protect both Parties and is mutual.

**3.13. Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio.

**Commented [DA27]:** Choice of law for this Agreement is consistent with choice of law for the GP Agreement.

**3.14. Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Appendices incorporated herein, shall be binding upon either Party unless set forth in a writing signed by authorized representatives of the Parties.

**Commented [DA28]:** This Section included to protect both Parties and is mutual.

**3.15. Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 3.15** shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

**Commented [DA29]:** This Section included to protect both Parties and is mutual.

**3.16. No Third Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

**Commented [DA30]:** This Section included to protect both Parties and is mutual.

**3.17. Entire Agreement.** This Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

**Commented [DA31]:** This Section included to protect both Parties and is mutual.

**3.18. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Party. For purposes of this Agreement, a facsimile or electronic signature will be deemed an original signature.

**Commented [DA32]:** This Section included to facilitate the execution of this Agreement.

**3.19. Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

**3.20. Mediation; Arbitration.**

**Commented [DA33]:** This Section included to provide a clearly defined dispute resolution process that protects the Parties from potential costs of litigation.

(a) **Mediation.** Any claim or controversy related to or arising out of this Agreement, whether in contract or tort ("**Dispute**"), will be resolved on a confidential basis according to the following process, which either Party may initiate by delivering to the other Party a written Notice describing the Dispute and the amount involved ("**Demand**"). After issuance of a Demand, the Parties shall continue to perform all obligations as required under this Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet, whether in person or electronically, within thirty (30) days after receipt of a Demand at a mutually agreed upon time to try to resolve the Dispute by negotiation.

(b) **Unsuccessful Mediation.** If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, either Party may start binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, either Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing Party's actual damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. Each Party will bear its internal expenses and attorneys' fees and expenses.

(c) **Privileged.** The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) **Other Suits.** Nothing in this **Section 3.20** will preclude either Party's recourse to a court of competent jurisdiction as defined in **Section 3.13** to: (a) enforce the terms of, or an arbitration under, this **Section 3.20**; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or, (c) recover specific property, including an action in replevin.

***[SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WINNING SUPPLIER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

As: \_\_\_\_\_

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

**EQUALIS GROUP LLC**

By: \_\_\_\_\_

Name: Stephen M. Hull

As: CEO

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

## APPENDIX A: ADDRESSES FOR NOTICES

### 1. Addresses for Notices.

#### a. If to **Winning Supplier**:

and with copy to:

Name

Title

Street Address 1

Street Address 2

City, State, Zip

Facsimile:

Email:

**Commented [DA34]:** This additional space is provided in the event that Winning Supplier desires to have Notice copied to multiple individuals and/or to legal counsel.

#### c. If to **EQUALIS**:

Equalis Group LLC

Attn: Eric Merkle

5550 Granite Parkway

Plano, Texas 75024

Facsimile: 440.337.0002

Email: [EMarkle@EqualisGroup.org](mailto:EMarkle@EqualisGroup.org)

## **APPENDIX B: WINNING SUPPLIER REPORTING REQUIREMENTS**

This **Appendix B** may be modified at any time with the mutual written consent of Winning Supplier and Equalis.

Winning Supplier shall electronically provide Equalis with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the GP Agreement from Program Participants and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3



## APPENDIX C: TRADEMARKS & LOGOS

This **Appendix C** lists the trademarks and logos subject to this Agreement per the terms of **Section 2.5**. This **Appendix C** may be modified at any time with the mutual written consent of Winning Supplier and Equalis.

### 1. Winning Supplier's Trademarks & Logos.

#### Word Marks:

- Insert Winning Supplier's word marks

#### Stylized Marks & Logos:

Insert stylized Winning Supplier marks and logos
Insert stylized Winning Supplier marks and logos
Insert stylized Winning Supplier marks and logos
Insert stylized Winning Supplier marks and logos
Insert stylized Winning Supplier marks and logos
Insert stylized Winning Supplier marks and logos

**Commented [DA35]:** Insert any .gif, .jpg, or other files with logos and marks. One per row.

### 2. Equalis' Trademarks & Logos.

#### Word marks:

- Equalis Group LLC
- Equalis Group
- Equalis

#### Stylized Marks and Logos:



## **APPENDIX D: ROLES & RESPONSIBILITIES**

This **Appendix D** defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This **Appendix D** may be modified at any time with the mutual written consent of the Winning Supplier and Equalis.

### **1. Equalis Services.**

- 1.1. **Winning Supplier Sales Representative Training.** Equalis will develop, subject to Winning Supplier approval, various sales training and marketing collateral to promote the GP Agreement and Winning Supplier's Products & Services. Equalis will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with Prospective Participants, with particular focus on the procurement process that led to the establishment of the GP Agreement, the legal ability for Equalis Group Participants and Prospective Participants in any state to purchase Products & Services through the GP Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.
- 1.2. **Sales Support.** Equalis will engage in Winning Supplier sales efforts through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) engage with Equalis Group Participants and Prospective Participants during the sales process to address questions relating to the procurement process, legal authority to purchase through the GP Agreement, and program design, and v) trainings for Equalis Group Participants' teams.
- 1.3. **Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Equalis Group Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts will consist of a combination of i) general marketing of all of Equalis Group's Group Purchasing Agreements, including Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected Group Purchasing Agreements to targeted Equalis Group Participants and Prospective Participants, and iii) attending trade shows, conferences, and meetings.

### **2. Winning Supplier Roles & Responsibilities.**

As a condition to Winning Supplier entering into the GP Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the GP Agreement for all Equalis Group Participants, Prospective Participants, and Winning Supplier.

- 2.1. **Corporate Commitment.** Winning Supplier commits that i) the GP Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the GP Agreement will be promoted to Public Sector Entities, including any existing customers, and Winning Supplier will transition existing customers, upon their request, to the GP Agreement, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the GP Agreement and this Agreement.
- 2.2. **Sales Commitment.** Winning Supplier commits to aggressively market the GP Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the GP Agreement to Public Sector Entities through Equalis Group nationwide. Winning Supplier commits that all sales under the GP Agreement will be accurately and timely reported to Equalis in accordance with **Appendix B**. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for

sales to Program Participants under the GP Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the GP Agreement.

- 2.3. **Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan (“**Plan**”) within the first ninety (90) days of the GP Agreement being launched. The Plan may include, but is not limited to, the following:
- 2.3.1. Issuing co-branded press release
  - 2.3.2. Publishing contract details and contact information on both Equalis Group and Winning Supplier’s websites
  - 2.3.3. Scheduling and holding training on the GP Agreement for the sales teams of both Equalis Group and Winning Supplier
  - 2.3.4. Jointly participating in national and regional conferences
  - 2.3.5. Jointly attending national and regional Equalis Group Participant networking events
  - 2.3.6. Designing, publishing, and distributing co-branded marketing materials
  - 2.3.7. Engaging in ongoing marketing and promotion of the GP Agreement for the entire Term of the GP Agreement (e.g., case studies, collateral pieces, presentations, etc.)

## **APPENDIX E: FINANCIAL TERMS**

This **Appendix E** may be modified at any time with the mutual written consent of Winning Supplier and Equalis.

### **1. Administrative Fee.**

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier will remit to Equalis an administrative fee payment (the “**Administrative Fee**”) of **written number** percent (**number**%) of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the GP Agreement net of taxes, shipping costs, returns, and credits.

### **2. Rebates or Other Payments.**

**Insert rebate or other payment language as agreed.**

## APPENDIX F: PRIMARY POINTS OF CONTACT

This **Appendix F** identifies the primary points of contact for Winning Supplier and Equalis relating to the fulfillment of each party's respective obligations under this Agreement. This **Appendix F** may be modified at any time with the mutual written consent of Winning Supplier and Equalis.

**Commented [DA36]:** Appendix F will be completed when finalizing this Administration Agreement with Winning Supplier.

### 1. Winning Supplier's Primary Points of Contact.

Role	Lead Contact	Title	Email Address	Cell Phone #
Relationship Manager				
Sales				
Marketing				
Reporting & Administrative Fees				
Contract & Legal Issues				

### 2. Equalis Primary Points of Contact.

Role	Lead Contact	Title	Email Address	Cell Phone #
Relationship Manager				
Sales				
Marketing				
Reporting & Administrative Fees				
Contract & Legal Issues				

## **APPENDIX G: PROSPECTIVE PARTICIPANTS**

This **Appendix G** identifies Prospective Participants subject to the terms of this Agreement pursuant to **Section 2.6** of the Agreement. This **Appendix G** may be modified and at any time with the mutual written consent of Winning Supplier and Equalis. Prospective Participants are listed in the following document, which is hereby incorporated by reference in this Agreement:

- *Agreement – Winning Supplier and Equalis (Administration) – (Appendix I - Prospective Participants).xlsx*

[illegible]



Warranty (Section 9)	10		0		0		0		0		0		0		0
Customer Service (Section 10)	10		0		0		0		0		0		0		0
Partnering with Sourcing Alliance (Section 12)	25		0		0		0		0		0		0		0
TOTALS:	200	12.5		0		0		0		0		0		0	
Is Respondent's point total at least the 100-point minimum? Yes or No.															

Phase III Review - Cost Proposal

Sourcing Alliance will only consider Cost Proposals of Bidders whose Technical Proposal score is at least 100 points - all other proposals will be disqualified. When considering Cost Proposals, the PRT reserves the right to exclude any outlying

	Weight	Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6		Bidder 7	
		Score	Points	Score	Points	Score	Points	Score	Points	Score	Points	Score	Points	Score	Points
Pricing	100		0		0		0		0		0		0		0
TOTALS:	100		0		0		0		0		0		0		0

Total Score - Technical Proposal + Cost Proposal Scores

Under applicable procurement guidelines of the Ohio Revised Code, the PRT will select the lowest responsive and responsible bidder. The Winning Supplier(s) will be determined by combining Bidders' Technical Proposal and Cost Proposal

			Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7
	Technical Proposal Points Awarded		12.5	0	0	0	0	0	0
	Cost Proposal Points Awarded		0	0	0	0	0	0	0
	Total Points Awarded		12.5	0	0	0	0	0	0

## **ATTACHMENT G: STATE NOTICE SOURCING ALLIANCE/EQUALIS GROUP: PLAYGROUND EQUIPMENT & RELATED SOLUTIONS PROGRAM**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT,  
OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR

CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT

HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT

MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT

SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES,  
OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA

SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS,  
DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC  
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES,  
RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED  
TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS RIVER WATER  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLEAN WATER SERVICES  
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
 RESERVATION  
 COOS FOREST PROTECTIVE ASSOCIATION  
 CHEHALEM PARK AND RECREATION DISTRICT  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 EUGENE WATER AND ELECTRIC BOARD  
 HONOLULU INTERNATIONAL AIRPORT  
 HOODLAND FIRE DISTRICT #74  
 HOUSING AUTHORITY OF PORTLAND  
 ILLINOIS VALLEY FIRE DISTRICT  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 MEDFORD WATER COMMISSION  
 MELHEUR COUNTY JAIL, OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 PORT OF BRANDON, OR  
 PORT OF MORGAN CITY, LA  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON LEGISLATIVE ADMINISTRATION  
 ROGUE VALLEY SEWER, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM MASS TRANSIT DISTRICT  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF  
 OREGON  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY WATER DISTRICT  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY

BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT



MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL  
SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT

BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES),  
UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT

VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND  
TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY  
SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***