

## ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS EQUALIS GROUP: PRODUCE PROCUREMENT & DISTRIBUTION PROGRAM

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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.
This is a sample question. Do not provide a response here.	

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 (“PRT’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>Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement as compared to any other traditional sales process or cooperative contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response here.		

### 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 3.2.1.](#), the following electronic file name would be

appropriate: *Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf.*

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## 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. *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 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 Bidder has reviewed and annotated, if applicable, the Equalis Group model i) Master Agreement, and ii) Administration Agreement entered into with Winning Suppliers.
Yes	
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.
Yes	
2.1.3.	Does your proposal include the properly completed and executed <b>Attachment C</b> and <b>Attachment D</b> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<a href="#">Click here to provide additional commentary, if necessary.</a>	

## Section 3. Bidder Overview & Qualifications

### 3.1. Company Information

3.1.1.	<b>Company Name &amp; Address.</b>	
Company Name:	PRO*ACT LLC	
Headquarters Street Address:	40 Lower Ragsdale Dr, Suite #200	
City, State & Zip Code:	Monterey CA 93940	
Main Telephone Number:	831-655-4250	
Website:	www.proactusa.com	
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.	
PRO*ACT has been in existence since 1991, operating under the same business name since.		
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.	
&	Corporation – provide the State of incorporation and the company ownership structure.	A Limited Liability Corporation, state of California, owned by a group of 32 individual companies in the distribution business.
&	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
&	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
&	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
&	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

### 3.2. Financial Strength & Legal Considerations

3.2.1.	<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 <u>RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer</u> and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any company financial information provided should be included as part of the Technical Proposal. The proposal scoring of this <u>Section 3.2.1.</u> for Bidders that do not provide any financial information will be zero/fails to meet.</i>
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Our Blue Book number is BB#141746, with a current rating of 853 (low risk). Per our CFO, we can provide further financial statements subject to a Non-Disclosure Agreement. We typically reserve these for banks and regulatory authorities. If you'd like to proceed with an NDA, happy to facilitate that.

**3.2.2.** **Bankruptcy & Insolvency.** 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.

N/A

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

N/A

**3.2.4.** **Mandatory Contract Performance Disclosure.** Pursuant to RFP Section 3.13, 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, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

N/A

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

N/A

### 3.3. Industry Qualifications

**3.3.1.** **Company Identification.** How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider? Based on your answer, please provide a response to question 3.3.1.1



Our ownership is comprised of companies who are best identified as a distributor/dealer/reseller.	
3.3.1.1.	<b>Authorization.</b> 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?
Our distributors are authorized to act as a distributor/dealer/reseller for the products in scope of this RFP.	
3.3.2.	<b>Industry Experience.</b> For how long has your company been in the produce procurement and distribution 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 produce and/or related products and services?
29 years. A minimum of 95% of our revenue in each of the past three years was generated from the provision of produce and/or related products and services.	
3.3.3.	<b>Geographic Reach.</b> 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.
Our distributor network covers 98% of the U.S. population.	
3.3.4.	<b>Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when, and why did your company lose any referenced certifications?
We hold a PACA licences, as a fresh produce dealer.	
3.3.5.	<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(s) the award was issued to your company.
PRO*ACT, and our individual distributors, have been the recipient of numerous Supplier of the Year awards from many clients.	

### 3.4. Public Sector Focus

3.4.1.	<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 produce procurement, distribution 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), and how much annual revenue your company generated through the contract(s) in each of the last three (3) calendar years?
PRO*ACT does not have public sector contracts in place nationally at this time. However, many of our distributors have long-tenured contracts at the municipal, state, federal and defense levels, particular to their individual markets.	

3.4.2.	<b>Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?
We estimate \$150 Million in sales annually to educational institutions.	
3.4.3.	<b>Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?
We are unable to estimate that number, due to those contracts being specific to distributors in our network, as described in section 3.4.1.	
3.4.4.	<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 generated by sales to local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?
<p>The \$150 Million number used in section 3.4.2 can be applied here. We have an aggressive growth target in place as part of our company's strategic plan, which includes expanding our footprint among public and private K-12 and higher education customers. We continue to source and deploy innovative ideas that resonate with those customers, including grab &amp; go, value-added products, new product/menu innovations, displays, packaging and tech.</p> <p>Our sales strategy specific to Equalis, as described below in section 6.2, is similar to our strategy in place for the business sectors referenced here. Should we be so fortunate as to win Equalis' business, we would prioritize Equalis' program within the overall sales strategy.</p>	

### 3.5. Customer References

3.5.1.	<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 such as 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 their 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>
<div style="background-color: black; height: 30px; width: 100%;"></div>	

### 3.6. Insurance Coverage

3.6.1.	<b>General Liability, Property &amp; Automobile Insurance.</b> If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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	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.	
We have these in place and can provide documentation as needed.		
3.6.2.	<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 Equalis Group Member utilizing the Program.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

## Section 4. Products and Services

### 4.1. Products & Services

4.1.1.	<b>Product(s) Description.</b> Provide a detailed description of the products you are offering as a part of your proposal.
Our products include the entire fresh produce category as the specific offering: fruits vegetables, herbs and fresh juices.	
4.1.2.	<b>Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.
Our distributors also carry fluid dairy, and many carry other categories from Epicurean products to fresh meats to smallwares and more.	
4.1.3.	<b>Customized Offering.</b> Describe how you are able to customize the program offering to Equalis Group Members.
We create specific programs for our customers to get them what they want, and how they want it: product specs, order guide, delivery details, customer support and consultative service, ordering method, analytics and reporting of KPIs.	
4.1.4.	<b>Service(s) Description.</b> Provide a detailed description of the services you are offering as a part of your proposal.
When you retain PRO*ACT, we manage the fresh produce category for you and deliver results that get you to your category goals. Sourcing, QA, delivery, food safety, customer support and transparent reporting of results are what we bring to your company. We get to understand what your vision is and then we execute it for you.	
4.1.5.	<b>Differentiators.</b> Describe what differentiates your company's products and services from your competitors.
As a network of independently owned distributors, most with an ownership stake in our company, we are extremely agile and responsive to our customers' needs. Our performance is driven by our own high expectations and supported by positive peer pressure among those distributors, with ultimate oversight by the PRO*ACT team.	
4.1.6.	<b>Quality Control Procedures.</b> Ensure the proper shelf life of the product. What produce shelf life assurances/guarantees do you provide
Fresh produce is a famously challenging category in terms of QA and shelf life. Our first order of business is to ensure that we know where the product is coming from, from the seed to the customer, and that it's safe for consumption. We centrally manage purchases made by our distributors from our growers, and have a sophisticated tracking procedure in place. In the event of a recall/alert/other FDA or USDA event, we can quickly identify if any product received by our customers is in scope, and the communication to you is done throughout the process for your peace of mind. For quality assurance, there are checkpoints and systems in place throughout the supply chain to ensure quality to the customer. That includes inspections, temperature checks and proper handling.	

### 4.2. Additional Features & Offerings

4.2.1.	<b>Value Add.</b> Describe any other capabilities relating to the maintenance, repair, and operations supplies or services industry that would improve or enhance the Program that are provided free of cost to Equalis Group Members. Your response may
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	include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
Our Greener Fields Together program is the industry standard for sustainability initiatives. It's designed to help our customers leverage and market their own green initiatives along with ours. For reporting, we have a Tableau-based platform that allows customers to pull reporting on demand for usage/delivery/pricing compliance/other KPIs.	
4.2.2.	<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 Equalis Group Members. Include proposed pricing for any additional products or services your company offers 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; Acceptable Pricing Formats</u></b> .
N/A	

## Section 5. Business Operations

### 5.1. Logistics

5.1.1.	<b>Distribution Capabilities.</b> Describe how supplier proposes to distribute the products/service nationwide.
<p>We recommend orders be placed online with the servicing distributor, on an order guide that will be set up prior to start of service. Other products in the distributor's catalog can be searched and added as needed. Orders will be delivered the following day, and can be placed for days in advance if preferred. A uniformed driver will deliver the product on a refrigerated truck, and wait for the product to be checked in by the customer and signed for. Product can be returned at time of delivery for any reason.</p>	
5.1.2.	<b>Distribution Centers.</b> Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.
<p>Our network includes 70 distribution centers in the U.S. and Canada, with approximately 5 Million square feet of space, 5,000 trucks and several thousand employees. Specific to the Ohio market, our distributor Premier Produce One has three distribution centers in Cleveland, Columbus and Dayton.</p>	
5.1.3.	<b>Stocking Requirements.</b> Describe your ability to bring new or custom products into stock. Your response should include, if applicable, your requirements for stocking standard and specialty products.
<p>We can stock new, custom or proprietary items for a customer with a minimum weekly usage of 5 cases. For anything outside of that guideline, product can be special ordered case by case.</p>	
5.1.4.	<b>Supply Chain.</b> Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.
<p>Please see the separate attachment for a full list of PRO*ACT distributors. For CCOG purposes in the Ohio market, Premier Produce One will be the PRO*ACT distributor.</p>	
5.1.5.	<b>Fill Rates.</b> Provide fill rates and average delivery timeframes met by specific distribution centers.
<p>Our KPI for fill rate is 99.5%. An average expected delivery time window is 3 hours, and appointment deliveries can be scheduled as a customer requires. Actual length of delivery depends on size of the delivery.</p>	
5.1.6.	<b>On Time Delivery Rate.</b> Provide your average on-time delivery rate.
<p>Our KPI for on-time delivery is 98%.</p>	
5.1.7.	<b>Expedited Orders.</b> Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.
<p>Emergency same-day orders resulting from customer error can be accommodated, typically if received prior to 11 AM. Any same-day orders resulting from distributor error are expected to be made regardless of time.</p>	

## 5.2. Customer Service

5.2.1.	<b>Customer Service Department.</b> Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
For CCOG Ohio purposes, Premier Produce On has on-site customer service teams in each distribution center (Cleveland, Dayton and Columbus). They are staffed with employees, and operate Sunday through Saturday with extended hours. An after-hours number/email will also be provided.	
5.2.2.	<b>Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
Any member of our distributor teams is empowered and expected to take care of our customers, including handling feedback or complaints. Our customers have a primary direct contact in customer service and/or sales support, via phone/text/email, including outside of normal business hours. For any unresolved issues, please escalate to your PRO*ACT representative.	
5.2.3.	<b>Product Returns.</b> Describe your product return policy and procedures. Please include any restocking fees in <u>Attachment B – Cost Proposal</u> .
Product refused at time of delivery for any reason can be returned. If product is refused for quality/inaccuracy/missing, the driver will resolve right away by scheduling a recovery delivery directly with our customer service team. If product is found to be of poor quality within 24 hours of delivery, the customer is welcome to call customer service or sales support directly to receive credit, and if needed, schedule a recover delivery.	

## 5.3. Order & Invoice Processing; Payment

5.3.1.	<b>Purchasing Options.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.
The individual distributor will facilitate orders and invoices to and from the customer location.	
5.3.2.	<b>Customer Set Up.</b> Once an Equalis Group 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?
Any vendor paperwork specific to the member can be sent to your PRO*ACT representative, who will facilitate completion with the servicing distributor. If applicable, a credit app for that distributor would be completed by the member. We'd then like to make contact with the member in order to understand their needs, schedule delivery details and set up ordering methods.	
5.3.3.	<b>Order Process.</b> Describe your company's proposal development and order submission process.
Orders can be placed online with the servicing distributor, with a confirmation email being received by the customer after placing. An order guide, login credentials and brief tutorial will be provided prior to start date.	
5.3.4.	<b>Invoice Process.</b> Describe your company's invoicing process.



Invoices are generated along with order selection and staging, and presented to the customer for signature upon delivery, electronically in most cases.

**5.3.5.** **Payment.** What is your standard payment terms? What methods of payment do your company accept?

Standard payment terms are 21 days, per the Perishable Agricultural Commodities Act. Check, ACH or other electronic payment is preferred.

## Section 6. Go-To-Market Strategy

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

6.1.1.	<p><b>Primary Point of Contact for Equalis Group.</b> Who is the individual that will serve as 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.</p>
<p>PRO*ACT's primary resource for Equalis is Dan Bhada, Senior Director of Client Services. I have been with PRO*ACT for 7 years, an executive for a PRO*ACT distributor for another 8 years, and was a long-tenured General Manager in the restaurant business prior to that. I will take extremely good care of Equalis and our shared customers, and we'll build this business together successfully for the long term.</p>	
6.1.2.	<p><b>Key Staff.</b> Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.</p>
<p>Jill Peluso, Client Systems Manager, Darren Springer, Director of Client Systems, and Anthony Molinaro, Vice President of Client Services, will all routinely be engaged in your business. Each distributor will have a key point of contact for customer location support, and corporate support as needed. Our marketing, sustainability, IT and procurement teams are all at your disposal.</p>	
6.1.3.	<p><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).</p>
<p>For PRO*ACT's purposes, our national Client Services team includes 6 members, all remote across the country, supported by another 9 members on the Client Systems team, all in California. We divide responsibilities primarily on fit for client, with geography factored in secondarily. We are compensated with a base salary and a performance bonus. Distributor sales teams vary by market.</p>	

### 6.2. Contract Implementation Strategy & Expectations

6.2.1.	<p><b>Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a piggybackable Master Agreement with Equalis Group to win and retain local government and educational institution business over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this strategy will be implemented.</p>
<p>The RFP documents reference a target of \$15 Million in annual sales by year three. Our vision is to see the growth outpace that, and are ready to deploy our resources to make it happen, as described below. We already have an aggressive sales plan in place, referenced earlier, and incorporating Equalis' opportunities into that is seamless.</p> <p>Our recommended strategy is:</p> <p>To first work with the Equalis team to identify and approach viable targets among its existing client base, and build out a prioritized sequence based on each target's total opportunity, visibility and influence. (Within first 30 days of contract execution)</p>	

To then work with the Equalis team to identify prospects for Equalis' overall services, determine which should be led with the fresh produce category, and similarly build out a prioritized sequence. (Within first 60 days of contract execution)

Quantify total revenue opportunity among existing clients and potential prospects, with target onboarding dates, for a pipeline projection. (Within first 90 days of contract execution)

An annual repeat of the entire process, by September 30, for the following calendar year, each of the five years.

Tactics to deploy that strategy include:

Take feedback from CCOG rollout, and subsequent onboardings, to build a playbook of best practices for winning new business and creating loyal, happy customers in the process.

Gather intel from distributor network, to build additional roster of potential government/education targets specific to those markets, mining and leveraging their current and past relationships.

Mobilize our national sales team, and our distributor network's sales teams among all markets in scope, for client/prospect engagement.

Quarterly or monthly meetings to adjust tactics or targets as needed, and hold ourselves accountable to the pipeline projection.

<b>6.2.2.</b>	<b>Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement as compared to any other traditional sales process or cooperative contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---------------	---	---

[Click here to enter response.](#)

<b>6.2.3.</b>	<b>Revenue Objectives.</b> What are your revenue objectives in each of the five (5) years of the piggybackable Master Agreement?
---------------	--

As expressed in Equalis client sales through the PRO\*ACT network, our objective is to grow your business as follows:

2021, \$5MM  
2022, \$10MM  
2023, \$18MM  
2024, \$27MM  
2025, \$35MM

### 6.3. Administrative Fee & Reporting

<b>6.3.1.</b>	<b>Administrative Fee.</b> 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 Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Equalis Group – 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	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
---------------	---	---

	two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Equalis Group Members. Confirm that, if selected as the Winning Supplier of this RFP process, Bidder agrees to this Administrative Fee structure.	
<p>You may want to consider a dollars-and-cents method for fresh produce, considering the range of costs for products within the category over a given year. It would make your revenue targets more quantifiable and less susceptible to market conditions or product mix variances.</p>		
6.3.2.	<b>Sales &amp; Administrative Fee Reporting.</b> 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 Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><a href="#">Click here to provide additional commentary, if necessary.</a></p>		

**ATTACHMENT B - COST PROPOSAL**  
**EQUALIS GROUP RFP #: CCOG 2106**  
**PRODUCE PROCUREMENT & DISTRIBUTION**  
**COST PROPOSAL QUESTIONNAIRE**

**Instructions**

There are two parts to **Attachment B - Cost Proposal** which are required to be completed in order to evaluate a Bidder's Cost Proposal.

Part 1 - Answer the questions below which provide an opportunity to add a narrative while describing various aspects of your Cost Proposal.

Part 2 - Complete an Excel workbook which includes all requirements outlined in **Section 2.3 of RFP - Equalis RFP NAME**.

**IMPORTANT:** This Excel workbook is provided supplied as a courtesy to the Bidders. It is not a requirement to use this document when developing the Cost Proposal. Bidders have the freedom to develop their own Excel workbook to serve as their **Attachment B**.

**Questions**

- 1) Provide a narrative description of your pricing model identifying how the model works. Describe how the proposed pricing model is able to be audited by public sector agencies to ensure they  
*For all fresh produce items, customer invoiced pricing is set by the following formula: Landed Cost plus Fixed Fee. Landed Cost is fully described below in Question 7. Fixed Fee and Landed Cost are fully auditable to the Purchase Order level. Invoice pricing is additionally auditable to quoted pricing per week. All market basket and future invoice pricing as quoted includes the Equalis 2% Administrative Fee.*
- 2) If you are using a Firm Fixed Cost pricing model, provide the period of time for which you will honor Member pricing. Describe your process for managing pricing adjustments with the  
*The market basket for this RFP does not include Firm Fixed Cost pricing, however that model is readily available and will be recommended for any Equalis client where it adds value. The model and process is described in detail on the third tab of this file, "Firm Fixed Cost Model".*
- 3) Provide a description of your process for requesting manufacturer price deviations for the customer.  
*Our landed cost pricing is negotiated in most instances annually, both with growers/processors/manufacturers, and with inbound logistics providers. Certain commodities are negotiated seasonally due to the nature of those commodities. If a given item or brand is of special importance and impact to a customer, we have a model in place to request deviations specific to that customer during those negotiations, and often directly engage the customer in that process.*
- 4) Provide a description of your process for price changes.  
*For all fresh produce items except those with a Firm Fixed Cost, pricing can change no less than weekly. Pricing for those quoted items will be set on or before Friday of each week, and sent to the customers in scope that day for use during the following week (Sunday through Saturday).*
- 5) Put an X in the green cell next to the statement that best describes the answer to the following question. The prices offered in your Cost Proposal are:

	a) lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
x	b) equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
	c) higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
	d) not applicable. Please explain.

*Provide answer here.*



% of those who are Women: 18% 20%

% of those who are Minorities: 35% 31%

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group 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: Name  
Street Address 1: Street Address 1  
Street Address 2: Street Address 2  
City, State Zip: City, State Zip  
Work to be Performed: Description of Work

Estimated percentage of total proposal to be performed by subcontractors: 0 %  
(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):

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

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, ☐ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, ☐ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

14. I [Signature], (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of Bidder Name (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG 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.)



## 15. Additional Documents:

CCOG 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.

### 15.1. 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, on behalf of Bidder 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.

Dan Bhada

Signature of Bidder representative

### 15.2. Boycott Certification

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

Dan Bhada

Signature of Bidder representative

### 15.3. 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 bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



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? Yes  
(Initials of Authorized Representative)

**15.3.11. 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? Yes  
(Initials of Authorized Representative)

**15.3.12. 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? Yes  
(Initials of Authorized Representative)

**15.3.13. 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? Yes  
(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.

**PRO\*ACT**

**Bidder Name**

  
**Signature of Authorized Company Official**

**Dan Bhada**  
**Printed Name**

**Sr. Director, Client Services**  
**Title**

**November 2, 2020**  
**Date**

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

### 16.1. Ownership Disclosure Form

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

Bidder Name: PRO\*ACT LLC

Street Address: 40 Lower Ragsdale

City, State Zip: Monterey CA 93940

#### Complete as appropriate:

*I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., 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 Click or tap here to enter text., a partner in Click or tap here to enter text., 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 Dan Bhada, an authorized representative of PRO\*ACT LLC, 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
None	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

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

 Sr. Client Services  
Authorized Signature and Title Director

11/3/2020  
Enter Date Signed  
Date

### 16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)



**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:**

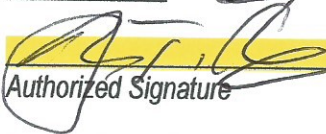
Check One –

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

☐ 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.

PRO\*ACT LLC

  
Authorized Signature

Sr. Director, Client Services

Date 4.3.2020

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL & 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.



subcontractor is not in compliance, CCOG 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 Equalis Group 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, CCOG and Equalis Group 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 Authorized Representative  
Date



## ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS EQUALIS GROUP: PRODUCE PROCUREMENT & DISTRIBUTION PROGRAM

**Purpose of this Attachment C:** CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal ("RFP") in order to facilitate the execution of the master group purchasing agreement ("Master Agreement") with the winning supplier ("Winning Supplier"). CCOG reserves the right to reject a Bidder's proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder's proposal. **Failure to provide such required information may result in a Bidder's proposal being deemed nonresponsive to this RFP.**

**Instructions:** provide the following information about the Bidder. Bidders 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) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in [blue ink](#), please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications in **Tab 1** of the Technical Proposal submitted to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

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

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

1. Equalis Group RFP Name:  <u>RFP # COG-2106</u>	2. Proposal Due Date:  <u>November 5, 2020</u>
3. Bidder Name:  <u>PRO*ACT</u> (legal name of the entity responding to RFP)	4. Bidder Federal Tax ID # or Social Security #:  <u>77-0437487</u>
5. Bidder Corporate Address:  40 Lower Ragsdale Click or tap here to enter text. Monterey CA 93940	6. Bidder Remittance Address (or "same" if same as Item #5):  same Click or tap here to enter text. Click or tap here to enter text.

<p>7. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u></p> <p>Bidder Representative: <u>Dan Bhada</u></p> <p>Representative's Title: <u>Sr. Director, Client Services</u></p> <p>Address 1: <u>40 Lower Ragsdale</u></p> <p>Address 2: <u>Street Address 2</u></p> <p>City, State Zip: <u>Monterey CA 93940</u></p> <p>Phone #: <u>631.356.9371</u></p> <p>Fax #: <u>Fax #.</u></p> <p>E-Mail Address: <u>dbhada@proactusa.com</u></p>	
<p>8. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Bidder Representative: <u>Brian Kane</u></p> <p>Representative's Title: <u>Chief Operating Officer</u></p> <p>Address 1: <u>40 Lower Ragsdale</u></p> <p>Address 2: <u>Street Address 2</u></p> <p>City, State Zip: <u>Monterey CA 93940</u></p> <p>Phone #: <u>831.658.1966</u></p> <p>Fax #: <u>Fax #.</u></p> <p>E-Mail Address: <u>bkane@proactusa.com</u></p>	

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

If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

**10. Mandatory Supplier Certifications:**

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG 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 Bidder's proposal being deemed nonresponsive to this RFP.**

I, Dan Bhada (*insert signature of representative shown in Item #7 above*), hereby certify and affirm that Bidder Name (*insert Bidder name as 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, Dan Bhada (*insert signature of representative shown in Item #7 above*), hereby certify and affirm that Bidder Name (*insert Bidder name as 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 Dan Bhada (*insert signature of representative shown in Item #7 above*) hereby certify and affirm that Bidder Name (*insert Bidder name as 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**

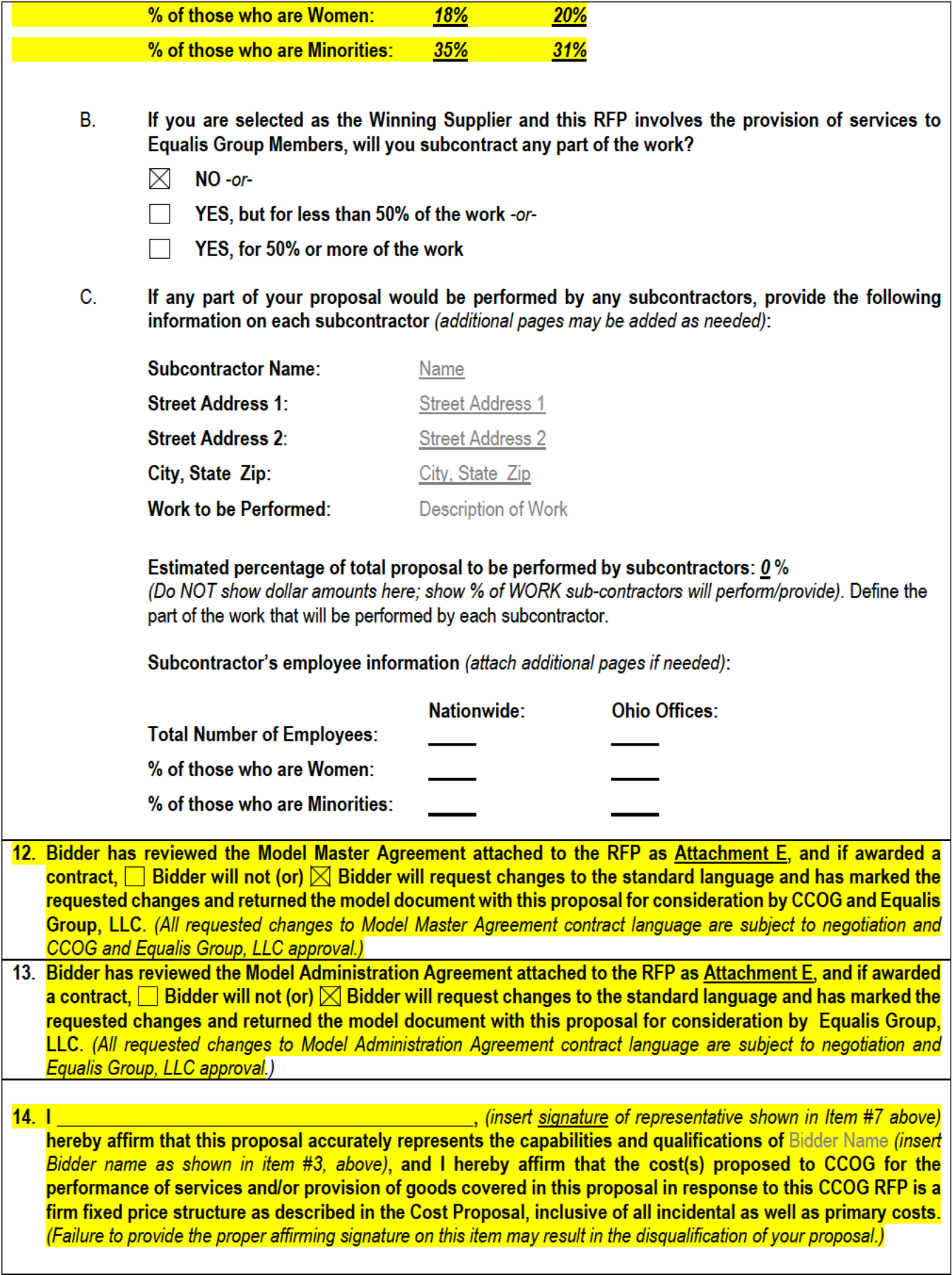
I Dan Bhada (*insert signature of representative shown in Item #7 above*) hereby certify and affirm that Bidder Name (*insert Bidder name as shown in Item #3, above*), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

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

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

Nationwide:      Ohio Offices:

**Total Number of Employees:**      9400      249





**15. Additional Documents:**

CCOG 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.

**15.1. 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, on behalf of Bidder 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.

**Dan Bhada**

Signature of Bidder representative

**15.2. Boycott Certification**

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

**Dan Bhada**

Signature of Bidder representative

**15.3. 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 bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder'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, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### **15.3.1. 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 the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

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

Does Supplier Partner agree? Yes  
(Initials of Authorized Representative)

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

Does Supplier Partner agree? Yes  
(Initials of Authorized Representative)

#### **15.3.3. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.4. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.5. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.6. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.7. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.8. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.9. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.10. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.11. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.12. 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? Yes  
(Initials of Authorized Representative)

#### **15.3.13. 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? Yes  
(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.

**PRO\*ACT**

Bidder Name



Signature of Authorized Company Official

**Dan Bhada**

Printed Name

**Sr. Director, Client Services**

Title

**November 2, 2020**

Date





Bidder Name: PRO\*ACT LLC  
Street Address: 40 Lower Ragsdale  
City, State Zip: Monterey CA 93940

State of New Jersey

County of Monterey

*I, Dan Bhada of the Monterey in the County of Monterey, State of California of full age, being duly sworn according to law on my oath depose and say that:*

*I am the Sr. Director, Client Services of the firm of PRO\*ACT LLC, the Bidder 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 Customer Name relies upon the truth of the statements contained in said bid 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:*

PRO\*ACT LLC

Authorized Signature

Sr. Director, Client Services

Subscribed and sworn before me

this        day of                     , 20      

Notary Public of New Jersey

My commission expires                     , 20      

SEAL

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

Bidder Name: PRO\*ACT LLC  
Street Address: 40 Lower Ragsdale  
City, State Zip: Monterey CA 93940

**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:**

Check One –

& No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

& 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.

PRO\*ACT LLC

\_\_\_\_\_  
Authorized Signature

Sr. Director, Client Services

Date

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL & 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, 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).

  
Signature of Procurement Agent

#### 16.4. 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/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.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:

- 1) 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,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) 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

Bidder Name:	PRO*ACT LLC				
Address:	40 Lower Ragsdale				
City:	Monterey	State:	CA	Zip:	93940

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.

Authorized Signature

Dan Bhada

Sr. Director, Client Services

## 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.

**C** Check here if disclosure is provided in electronic form.

[illegible]

Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

& 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.**

### 16.5. 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: Stockholder Name

Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

## 17. Required Documents for Supplier Partners Intending to Do Business in Arizona

### 17.1. 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".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG 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. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or



subcontractor is not in compliance, CCOG 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 Equalis Group 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, CCOG and Equalis Group 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 Authorized Representative**

**Date**