



## REQUEST FOR PROPOSALS

### *EQUALIS GROUP: PRODUCE PROCUREMENT & DISTRIBUTION PROGRAM*

RFP # COG-2106

Issued By:

*The Cooperative Council of Governments  
On Behalf of Equalis Group*

6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Dated:

*October 2, 2020*



## REQUEST FOR PROPOSALS (RFP) EQUALIS GROUP: PRODUCE PROCUREMENT & DISTRIBUTION PROGRAM

### TABLE OF CONTENTS:

<b>SECTION I.</b>	<b>GENERAL PURPOSE &amp; TIMEFRAME.....</b>	<b>1</b>
1.1	EQUALIS GROUP OVERVIEW.....	1
1.2	PURPOSE & SCOPE OF THIS RFP.....	3
1.3	ANTICIPATED PROCUREMENT TIMETABLE.....	3
1.4	QUESTION & ANSWER (Q&A) PERIOD.....	4
1.5	COMMUNICATIONS PROHIBITED.....	5
1.6	TIME FRAMES & FUNDING AVAILABLE.....	5
<b>SECTION II.</b>	<b>RFP REQUIREMENTS &amp; PRICING.....</b>	<b>7</b>
2.1	INITIAL QUALIFYING CRITERIA.....	7
2.2	REQUIREMENTS & PROPOSAL SPECIFICATIONS.....	7
2.3	COST PROPOSAL & ACCEPTABLE PRICING FORMATS.....	7
2.4	MODEL CONTRACTS.....	9
<b>SECTION III.</b>	<b>CONDITIONS &amp; OTHER REQUIREMENTS.....</b>	<b>10</b>
3.1	INTERVIEW.....	10
3.2	START WORK DATE.....	10
3.3	PROPOSAL COSTS.....	10
3.4	TRADE SECRETS PROHIBITION; PUBLIC INFORMATION DISCLAIMER.....	10
3.5	MASTER AGREEMENT REQUIREMENTS.....	10
3.6	PUBLIC RELEASE OF RECORDS.....	11
3.7	KEY PERSONNEL.....	11
3.8	ETHICAL & CONFLICT OF INTEREST REQUIREMENTS.....	11
3.9	HEALTH INSURANCE PORTABILITY & ACCESSIBILITY ACT (HIPAA) REQUIREMENTS.....	12
3.10	WAIVER OF MINOR PROPOSAL ERRORS.....	12
3.11	PROPOSAL CLARIFICATIONS & BEST AND FINAL OFFERS.....	12
3.12	UNRESOLVED FINDINGS FOR RECOVERY (O.R.C. 9.24).....	13
3.13	MANDATORY CONTRACT PERFORMANCE DISCLOSURE.....	13
3.14	MANDATORY DISCLOSURES OF GOVERNMENTAL INVESTIGATIONS.....	13
<b>SECTION IV.</b>	<b>PROPOSAL FORMAT &amp; SUBMISSION.....</b>	<b>14</b>
4.1	PROPOSAL SUBMISSION INFORMATION.....	14
4.2	FORMAT FOR ORGANIZATION OF THE PROPOSAL.....	14
<b>SECTION V.</b>	<b>CRITERIA FOR PROPOSAL EVALUATION &amp; SELECTION.....</b>	<b>16</b>
5.1	SCORING OF PROPOSALS.....	16
5.2	REVIEW PROCESS CAVEATS.....	18
5.3	FINAL SUPPLIER RECOMMENDATION.....	18
5.4	TIE BREAKER.....	18
5.5	CONTRACT AWARD CAVEATS.....	18
<b>SECTION VI.</b>	<b>RFP PROTEST PROCEDURES.....</b>	<b>19</b>
6.1	PROTESTS.....	19
<b>SECTION VII.</b>	<b>ATTACHMENTS &amp; THEIR USES.....</b>	<b>20</b>
7.1	ATTACHMENT A – TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS.....	20
7.2	ATTACHMENT B – COST PROPOSAL.....	20
7.3	ATTACHMENT C – REQUIRED BIDDER INFORMATION & CERTIFICATIONS.....	20
7.4	ATTACHMENT D – W-9 FORM.....	20
7.5	ATTACHMENT E – MODEL MASTER AGREEMENT & MODEL ADMINISTRATION AGREEMENT.....	20
7.6	ATTACHMENT F – PROPOSAL SCORE SHEET.....	20
7.7	ATTACHMENT G – STATE NOTICE.....	20



## REQUEST FOR PROPOSALS (RFP) EQUALIS GROUP: PRODUCE PROCUREMENT & DISTRIBUTION PROGRAM

### SECTION I. GENERAL PURPOSE & TIMEFRAME

#### 1.1 Equalis Group Overview

This request for proposal ("RFP") is published by the Cooperative Council of Governments ("CCOG") for the purpose of creating a produce procurement & distribution program (the "Program") that will be available to current and future members of [Equalis Group](#) (the "Members").

Equalis Group is a public sector group purchasing organization whose purpose is simple: to enable Members to more effectively fulfill their purpose by leveraging group purchasing and procurement expertise to save Members time and money, unleashing financial and human capital to reinvest in providing the best possible service to their constituents, customers, and stakeholders.

CCOG is a Council of Governments and Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is an Equalis Group lead public agency and, in that role, conducts formal public sector competitive solicitation processes in compliance with applicable public sector procurement guidelines to select a winning supplier (a "Winning Supplier") to provide products and services to Members.

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

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

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

## The Mantra of Every Public Sector Group Purchasing Organization

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

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

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

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

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

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

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

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

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

### 3. Going to Market with Equalis Group

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

- a. **Training Supplier Partners’ sales representatives** on the customizable pricing, terms, and conditions of the master agreement and how to sell their products and services using an already-procured, piggybackable contract vehicle.
- b. **Developing sales tools** that will aid in the sales process by addressing common legal and procurement questions so that your sales team can focus on selling your products and services, while our team handles customers’ legal, procurement, and compliance questions.
- c. **Creating, implementing, and managing marketing and sales campaigns** to jointly identified public sector prospects across the country. These campaigns cultivate opportunities for business attraction,

retention, and growth, and set the stage for your sales representatives to initiate the sales process with public sector entities for whom the master agreement is a viable solution.

- d. **Supporting the sales process** by working hand-in-hand with your sales teams throughout the sales cycle. Public sector entities frequently want to validate the legitimacy of the procurement process that established the master agreement. Additionally, legal counsels often have questions regarding the legal authority of their entity to purchase from Equalis Group Supplier Partners through our master agreements. The Equalis Group team engages with public sector prospects to respond to these types of inquiries and provide the appropriate documentation so your team can focus on designing the right solution for each Member.

## 1.2 Purpose & Scope of this RFP

### Purpose

The primary goal of this Program is to offer Members a comprehensive offering of fresh and specialty produce that can be customized to meet the unique needs of each Member on a national level. This RFP and contract award process is a solutions-based solicitation; meaning that Equalis Group is seeking a solution that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

If Bidder requires the use of dealers, distributors, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Members under a resulting contract.

### Scope

On behalf of food program operators in the public sector, including but not limited to educational institutions & correctional facilities throughout the United States, CCOG is seeking proposals for the procurement and distribution of produce. Products, services, solutions, and technology within the scope of this RFP include, but are not limited to:

- **Products:** fresh & specialty produce and other fresh and refrigerated food items.
- **Services:** distribution, sourcing, procurement, category management, and food safety.
- **Solutions:** consulting, web-based ordering, reporting, order management, and analytics.

### Estimated Quantities

CCOG and Equalis Group anticipates that a substantial number of current and future Members will enter into contracts resulting from this solicitation; however, CCOG and Equalis Group makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$15,000,000 annually by year three (3) of the contract. This information is provided solely as an aid to Bidders preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The Award Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

## 1.3 Anticipated Procurement Timetable

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

Activity	Dates & Times	Additional Detail
<i>RFP Publication; Q&amp;A Opens</i>	October 2, 2020	CCOG publishes RFP; Q&A Period opens via <a href="#">Bonfire</a> .
<i>Pre-Proposal Meeting</i>	October 15, 2020 from 2:30 PM to 3:30 PM Eastern*	The pre-proposal meeting will be held virtually via Zoom. Login details will be posted on Bonfire.  Bidders attending the non-mandatory pre-proposal meeting must RSVP to <a href="mailto:Sourcing@EqualisGroup.org">Sourcing@EqualisGroup.org</a> by 5 PM Eastern on October 14, 2020. RSVP's should include the Bidder's company name, contact names, titles, phone numbers, and email addresses of all Bidder attendees.
<i>Q&amp;A Closes</i>	October 21, 2020 at 5 PM Eastern	Q&A Period for RFP clarification closes. All questions should be submitted to Bonfire under the Messages section using this <a href="#">Bonfire Link</a> . See <b>Section 1.4</b> of this RFP for additional information about the Q&A process.
<i>Q&amp;A Responses Distributed</i>	October 23, 2020	CCOG distributes answers to all questions submitted to all RFP recipients through Bonfire.
<i>Proposals Due &amp; Public Opening</i>	November 5, 2020 at 4PM Eastern*	Deadline for Bidders to submit proposals to CCOG. See <b>Section IV</b> of this RFP for instructions about submitting proposals through Bonfire.  Proposals must be submitted via Bonfire. CCOG will hold a public proposal opening at date and time provided here. The public opening will consist solely of opening all proposals received and identifying the Bidders who responded. Proposal scoring will not occur at the public opening. The public opening will be held at:  Cooperative Council of Governments 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139
<i>Finalist Presentations</i>	To Be Determined	If finalist interviews are required, The Proposal Review Team and finalist will schedule a Finalist Presentation to take place within two (2) weeks of written notification. Presentation will be conducted via Zoom.
<i>Contract Award Issued</i>	December 18, 2020 (estimated)	CCOG issues Letter of Intent to Award the Contract to a Winning Supplier.

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

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

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

Questions about this RFP must reference the section number of this RFP or an Attachment in question. CCOG may, at its sole discretion, disregard any questions which do not appropriately reference an RFP or attachment. CCOG will not respond

to any questions received after 5:00 PM on the date that the Q&A Period closes. CCOG reserves the right to extend the deadline for Bidders to submit questions.

CCOG's responses to all questions submitted through Bonfire will be distributed to all RFP recipients via Bonfire the Anticipated Procurement Timetable provided in **Section 1.3**. Clarifying questions asked and CCOG's responses to those questions comprise the "**RFP Name Q&A Document**" for this RFP, which will constitute an attachment to this RFP. Any interpretation or correction of the RFP will be made only by attachment posted on Bonfire. CCOG will not be responsible for providing any other explanations or interpretations of the RFP.

Bidders' proposals are to take into account any information communicated by CCOG in the RFP Q&A Document. **It is the responsibility of all Bidders to check for any updates regarding this RFP on Bonfire.**

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

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

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

## **1.5 Communications Prohibited**

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

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

\* **IMPORTANT NOTE:** attachments to the RFP or to any documents related to the RFP will be accessible to Bidders through Bonfire. CCOG may not specifically notify any Bidder of changes or announcements related to this RFP except through posting on Bonfire. **It is the affirmative responsibility of interested suppliers to be aware of and to fully respond to all updated information regarding this RFP posted on Bonfire.**

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

## **1.6 Time Frames & Funding Available**



CCOG/Equalis Group LLC are seeking to contract with a Winning Supplier to provide the Program as described in this RFP to Members for an initial period of five (5) years from approximately January 1, 2021 to December 31<sup>st</sup>, 2025 (“**Contract Term**”). This Master Agreement may be renewed at any time by the mutual written consent of the parties unless the Master Agreement is terminated as set forth therein. **Attachment E – Model Master Agreement** is included for review and mark-up.

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

Bidders are to be aware that CCOG may, at its sole discretion, negotiate with all technically qualifying Bidders for a revised Cost Proposal.

CCOG is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

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



## SECTION II. RFP REQUIREMENTS & PRICING

### 2.1 Initial Qualifying Criteria

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

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

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

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

### 2.2 Requirements & Proposal Specifications

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

### 2.3 Cost Proposal & Acceptable Pricing Formats

All Bidders must complete and submit an **Attachment B – Cost Proposal** using the pricing methodology that best reflects the manner in which pricing will be determined when contracting with Members to provide the goods, services, and solutions included within the scope of your Proposal. The products, services, and solutions priced in **Attachment B** will be used to define the products, services, and solutions Bidders are offering Equalis Group Members. If Bidder offers products, services, and solutions that are free of charge include those in your Cost Proposal with a zero dollar value otherwise it will not be considered a part of your Proposal and cannot be offered to Members through the awarded contract.

A template for **Attachment B** has been included in the bid package which can be used as the base document for Bidder's Cost Proposal. **IMPORTANT:** Bidders are not required to use the template provided and have the freedom to develop their own **Attachment B**. The completed Cost Proposal must be submitted in an Excel workbook using the naming convention, ***RFP – CCOG Produce (Attachment B – Cost Proposal).xlsx***.

Cost Proposal Requirements:

- **Cost Proposal Questionnaire.** Include the answers to these 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 are receiving contract pricing.
  - 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 Member.
  - 3) Provide a description of your process for requesting manufacturer price deviations and rebates for the customer.
  - 4) Provide a description of your process for price changes.
  - 5) Which statement best describes the pricing included in your Cost Proposal?
    - a. The same as typically offered to an individual municipality, higher education institution, or school district.
    - b. The same as typically offered to group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
    - c. Better than what is offered to group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
    - d. Other, please describe.
  - 6) Describe any quantity or volume discounts programs included in your Cost Proposal.
  - 7) Describe how costs associated with freight, shipping, and delivery are calculated.
- **Contract Pricing.** Identifies each product, service, part, equipment, or solution and the pricing offered to Equalis Group Member.
- **Market Basket Pricing.** To perform an objective cost comparison between Bidder's Cost Proposals, Bidders must also submit pricing based on data included in RFP – CCOG Produce (**Attachment B – Cost Proposal**).xlsx under the worksheet tab labeled **Market Basket Data**. The data provide is for comparison purposes only and is not representative of any Member's demand. Bidders are asked to apply their Cost Proposal's pricing methodology to determine the appropriate cost for each line item provide in the Market Basket Data.

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

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

- *Cost Plus a Percentage Pricing is not an acceptable pricing methodology for the solutions provided in your Cost Proposal.*

#### Acceptable Pricing Models.

- **Cost-Plus-Fixed Fee.** For all products offered to Members in Bidder's Cost Proposal, either on a line item-by-line item basis or within defined product categories, pricing will include a flat Fixed Fee added to the Cost of the products being offered. The fixed fee cannot change during the duration of the contract unless authorized by CCOG & Equalis Group. For this pricing approach the cost and fixed markup fee must be clearly communicated in Bidders Cost Proposal. The Bidder shall ensure that all discounts, rebates, credits, and allowances it receives are passed to the Member.

"Cost" is derived from the most recent invoice cost to the Bidder's distribution center of such product. This includes any sales, use, excise or other taxes and governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to deliver such products to the Distributor's distribution center. Storage and handling charges associated with forward purchases, if any, should also be included.

"Fixed Fee" is defined as the difference between cost, as defined above, and the selling price to the District. Fixed Fee shall remain firm for the duration of the agreement regardless of Distributor invoice price.

- **Firm Fixed Price.** For all products offered to Members a Firm Fixed Price will be set for a designated period of time. Please address the time frame for which you will hold pricing for Members in the Cost Proposal Questionnaire.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the Initial Qualifying Criteria as described in Section 5.1.

#### 2.4 Model Contracts

CCOG and Equalis Group, LLC will enter into a Master Agreement with the Winning Supplier. This Master Agreement defines a) the terms of the relationship between CCOG, Equalis Group, LLC, and the Winning Supplier, and b) the terms, conditions, and pricing of produce products and services and related capabilities for Members. As described in Section 3.5 – Contractual Requirements, Bidders are required to review and mark-up the Master Agreement template, which is included as Attachment E – Model Master Agreement, and submit that marked up Master Agreement template as part of Bidder's Initial Qualifying Criteria.

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

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

## SECTION III. CONDITIONS & OTHER REQUIREMENTS

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

### 3.1 Interview

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

### 3.2 Start Work Date

Winning Supplier must be able to begin work with CCOG and Equalis Group, LLC by January 1, 2021, the estimated date when the Master Agreement between CCOG, Equalis Group, LLC, and Winning Supplier will be signed. Winning Supplier will be notified by CCOG/Equalis Group when work under the Master Agreement may begin.

### 3.3 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the Bidders, and CCOG will not contribute in any way to the costs of the preparation.

### 3.4 Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

### 3.5 Master Agreement Requirements

- A. Any contract with a Winning Supplier resulting from the issuance of this RFP is subject to the terms and conditions as provided in the Master Agreement template, which is included as **Attachment E – Model Master Agreement**, as amended by the mutual agreement of CCOG, Equalis Group, LLC, and the Winning Supplier.

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

### 3.6 Public Release of Records

Public release of any evaluation or monitoring reports funded under this Program will be made only by CCOG.

### 3.7 Key Personnel

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

### 3.8 Ethical & Conflict of Interest Requirements

- A. No Bidder or individual, company, or organization seeking a CCOG contract award will promise or give to any CCOG or Equalis Group, LLC employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;

- B. No Bidder or individual, company, or organization seeking a contract will solicit any CCOG or Equalis Group, LLC employee to violate any of the conduct requirements for employees;
- C. When acting on behalf of CCOG and Equalis Group, LLC, Winning Supplier will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Winning Supplier who violates the requirements and prohibitions defined herein or in O.R.C. Chapter 102.04 is subject to termination of the Master Agreement or refusal by CCOG and Equalis Group, LLC to enter into the Master Agreement; and
- D. CCOG and Equalis Group, LLC employees who violate O.R.C. Chapters 102.03, 102.04, 2921.42, or 2921.43 may be prosecuted for criminal violations.

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

As a condition of receiving a contract award from CCOG, Winning Supplier and any subcontractor(s) may be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information ("PHI") is information received by Winning Supplier from or on behalf of CCOG or Equalis Group, LLC and any Member that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

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

In the event of a material breach of Bidder obligations under this section, CCOG and Equalis Group, LLC may, at their option, terminate the Master Agreement according to provisions within the contract for termination.

### 3.10 Waiver of Minor Proposal Errors

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

### 3.11 Proposal Clarifications & Best and Final Offers

CCOG reserves the right to request clarifications from Bidders to any information in their Technical and/or Cost Proposals, and may request such clarification as the Proposal Review Team deems necessary at any point in the proposal review process. CCOG may request revised proposals and best and final offers from Bidders as part of the RFP process.

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

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

### 3.13 Mandatory Contract Performance Disclosure

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

### 3.14 Mandatory Disclosures of Governmental Investigations

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

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

## SECTION IV. PROPOSAL FORMAT & SUBMISSION

### 4.1 Proposal Submission Information

CCOG requires proposal submissions to be submitted electronically via Bonfire. Proposals must be prepared and submitted in accordance with instructions found in this **Section 4**.

Each Bidder's total proposal submissions (both the Technical and Cost Proposals along with any required and voluntarily submitted attachments) must be submitted through Bonfire no later than the deadline defined in **Section 1.3 – Anticipated Procurement Timetable**. Faxes, mailed, overnighted, and emailed submissions will not be accepted.

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

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

### 4.2 Format for Organization of the Proposal

#### A. Technical Proposal Organization

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

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

<i>First</i>	<i>Initial Qualifying Criteria</i>
	<ul style="list-style-type: none"> <li>• Required Bidder Information and Certifications Document (<b><u>Attachment C</u></b>), fully completed and executed.</li> <li>• Request for Taxpayer Identification Number (W-9) Form (<b><u>Attachment D</u></b>), fully completed and executed.</li> <li>• Master Agreement template and Administration Agreement template included as <b><u>Attachment E</u></b> (see <b><u>Section 3.5 – Contractual Requirements</u></b>) as annotated or redlined.</li> <li>• Initial Qualifying Criteria (<b><u>Attachment A – Section 2</u></b>).</li> </ul>
<i>Second</i>	<i>Technical Proposal Requirements &amp; Specifications</i>
	<ul style="list-style-type: none"> <li>• <b><u>Attachment A</u></b></li> </ul>
<i>Third</i>	<i>Appendix/Appendices (for referenced attachments, sample reports, etc.)</i>



## B. Technical Proposal Details

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

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

## C. Cost Proposal Organization

Bidders should provide their Cost Proposal response in a separate Cost Proposal document (Attachment B) as outlined in Section 2.2. **Note:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the Initial Qualifying Criteria and minimum Technical Proposal score threshold as described in Section 5.1.

Bidder's Cost Proposal must contain the questions provided in Section 2.2 and corresponding answers all relevant pricing components (organized in one Excel Workbook) as determined by the Bidder. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the Cost Proposal. CCOG reserves the right not to review submitted appendices which include information/materials not required in the RFP.

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

## D. Cost Proposal Details

The Cost Proposal must clearly state the specific pricing or pricing structure that Bidder will utilize to charge Members for products and services purchased from Bidder through the Master Agreement. The Cost Proposal must include a statement that the prices quoted are firm or provide a clearly defined methodology for making price adjustments during the term of the Master Agreement. CCOG seeks flexibility in pricing models to enable individual Members to receive pricing for products and services customized to meet their specific requirements; Bidders should address flexibility and customization capabilities in their Cost Proposal.

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

## SECTION V. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

### 5.1 Scoring of Proposals

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

Selection of a Winning Supplier will be based upon the criteria specified in the Technical and Cost Proposals. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP. The review team may waive minor defects that are not material, do not affect the competitive nature of the proposal, and when no prejudice will result to the rights of any supplier or to the public. In scoring the proposals, the PRT will score in two (2) phases:

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

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

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

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

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

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

#### B. Phase II Review – Criteria for Scoring the Technical Proposal & Cost Proposals:

The PRT will then score those Technical & Cost Proposals not eliminated in Phase I Review by assessing how well a Bidder's Technical Proposal and Cost Proposal meets the evaluation criteria as summarized below and addressed

in Attachment A. The Technical Proposal and Cost Proposal will be evaluated based on a maximum of 300-point total allocated as provided below.

- 1. Supplier Overview & Qualifications – 60 points total**
  - Company Information
  - Financial Strength & Legal Consideration
  - Industry Qualifications
  - Public Sector Focus
  - Customer References
  - Insurance Coverage
  - Contracting for Services
- 2. Products, Services, Capabilities – 80 points total**
  - Products & Services Offering
  - Differentiators
  - Additional Features
  - Additional Offerings
  - Warranty
  - Logistics
  - Customer Service
  - Order & Invoice Processing; Payment
- 3. Go to Market Strategy – 60 points total**
  - Public Sector Growth Plan
  - Bidder Organizational Structure & Staffing Relationship
  - Contract Implementation
  - Reporting Capabilities
- 4. Pricing – 100 pts total**
  - Pricing for all available products and services
  - Pricing for warranties on all products and services
  - Ability for Members to verify that they received contract pricing
  - Other factors relevant to this section as submitted by the Respondent

The Proposal Score Sheet for Phase II scoring, the PRT will read, review, discuss, and reach consensus on the final score for each qualifying Proposal.

### **C. Final Scoring**

The total of score will be added together to calculate the total points awarded to each Bidder. CCOG will award the contract to the lowest responsive and responsible Bidder in accordance with applicable public sector procurement guidelines.

## 5.2 Review Process Caveats

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

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

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

## 5.3 Final Supplier Recommendation

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

## 5.4 Tie Breaker

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

## 5.5 Contract Award Caveats

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

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

## SECTION VI. RFP PROTEST PROCEDURES

### 6.1 Protests

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

- A. A protest may be filed by a prospective or actual Bidder objecting to the award of a contract resulting from this RFP. The protest must be filed in writing and must contain the following information;
- The name, address, and telephone number of the protestor;
  - The name and number of the RFP being protested;
  - A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - A request for a ruling by CCOG;
  - A statement as to the form of relief requested from CCOG; and
  - Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest will be considered by CCOG if it is received by CCOG within the following periods:
- A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals will be filed no later than 12:00 PM on the closing date for receipt of proposals, as specified in **Section 1.3 – Anticipated Procurement Timetable**, of this RFP.
  - If the protest relates to the announced intent to award a contract, the protest will be filed no later than 12:00 PM Eastern of the eighth (8th) calendar day after the issuance of the Letter of Intent to Award Contract to the Winning Supplier.
  - An untimely protest may be considered by CCOG if CCOG, in its sole discretion, determines that the protest raises issues significant to CCOG's procurement methodology. An untimely protest is one received by CCOG after the time periods set forth in this **Section 6.1 B**.
  - All protests must be filed at the following location:  
Cooperative Council of Governments  
Attn: David Robbins  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139
  - When a timely protest is filed, a contract award will not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless CCOG determines that a delay will severely disadvantage Members, CCOG, or Equalis Group. The Bidder(s) who would have been awarded the contract will be notified of the receipt of the protest.
  - CCOG will issue written decisions on all timely protests and will notify any protestor who filed an untimely protest as to whether or not the protest will be considered.

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

## SECTION VII. ATTACHMENTS & THEIR USES

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

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

### 7.2 Attachment B – Cost Proposal

The document titled RFP – Equalis RFP NAME (Attachment B – Cost Proposal).xlsx is a template provided as a courtesy to Bidder. **Bidders may, at their own discretion, create their own Cost Proposal Excel workbook to complete Attachment B, which will serve as the basis of its sealed Cost Proposal.** Bidders should include pricing which can be used to provide the total acquisition cost to Members and other offerings included in the response to Attachment A – Technical Proposal Requirements & Specifications. The products, services, and solutions priced in Attachment B will be used to define the products, services, and solutions Bidders are offering Equalis Group Members.

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

To be completed, properly executed.

### 7.4 Attachment D – W-9 Form

To be completed, properly executed.

### 7.5 Attachment E – Model Master Agreement & Model Administration Agreement

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

### 7.6 Attachment F – Proposal Score Sheet

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

### 7.7 Attachment G – State Notice

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



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

## Table of Contents

Section 1.	General Guidelines.....	1
1.1.	Instructions for Completing Attachment A.....	1
1.2.	Trade Secrets.....	1
1.3.	Attachments.....	1
Section 2.	Initial Qualifying Criteria.....	3
2.1.	Completing & Submitting Initial Qualifying Criteria Documentation.....	3
Section 3.	Bidder Overview & Qualifications.....	4
3.1.	Company Information.....	4
3.2.	Financial Strength & Legal Considerations.....	4
3.3.	Industry Qualifications.....	5
3.4.	Public Sector Focus.....	6
3.5.	Customer References.....	7
3.6.	Insurance Coverage.....	7
Section 4.	Products and Services.....	9
4.1.	Products & Services.....	9
4.2.	Additional Features & Offerings.....	9
Section 5.	Business Operations.....	11
5.1.	Logistics.....	11
5.2.	Customer Service.....	11
5.3.	Order & Invoice Processing; Payment.....	12
Section 6.	Go-To-Market Strategy.....	13
6.1.	Bidder Organizational Structure & Staffing of Relationship.....	13
6.2.	Contract Implementation Strategy & Expectations.....	13
6.3.	Administrative Fee & Reporting.....	14

## 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.	<p><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.</p>
<p>Asjlkfg;jj;fgj'fg1 ,kfghsaf Mjdfgjh4 fdjnfg</p>	

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.	<p><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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>This is a sample question. Do not provide a response here.</p>		

### 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*.

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



## 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.

<b>2.1.1.</b>	<p><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.</p>
<p>Click here to enter response confirming <a href="#">Attachment C</a> is complete and provide additional commentary, if necessary.</p>	
<b>2.1.2.</b>	<p><b>Attachment D – W-9.</b> Bidders must complete the W-9 form and include the completed W-9 form in their response.</p>
<p>Click here to enter response confirming both <a href="#">Attachment E</a> forms are complete and provide additional commentary, if necessary.</p>	
<b>2.1.3.</b>	<p>Does your proposal include the properly completed and executed <b>Attachment C</b> and <b>Attachment D</b>? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Click here to provide additional commentary, if necessary.</p>	

## Section 3. Bidder Overview & Qualifications

### 3.1. Company Information

3.1.1.	<b>Company Name &amp; Address.</b>	
Company Name:	Click here to enter response.	
Headquarters Street Address:	Click here to enter response.	
City, State & Zip Code:	Click here to enter response.	
Main Telephone Number:	Click here to enter response.	
Website:	Click here to enter response.	
3.1.2.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Click here to enter response.		
3.1.3.	<b>Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
&	Corporation – provide the State of incorporation and the company ownership structure.	Click here to enter response.
&	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>	
Click here to enter response.		

3.2.2.	<b>Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
Click here to enter response.	
3.2.3.	<b>Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
Click here to enter response.	
3.2.4.	<b>Mandatory Contract Performance Disclosure.</b> Pursuant to <b>RFP Section 3.13</b> , disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "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.
Click here to enter response.	
3.2.5.	<b>Mandatory Disclosure of Governmental Investigations.</b> Pursuant to <b>RFP Section 3.14</b> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders 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.
Click here to enter response.	

### 3.3. Industry Qualifications

3.3.1.	<b>Company Identification.</b> 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
Click here to enter response.	
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?

Click here to provide additional commentary, if necessary.	
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?
Click here to enter response.	
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.
Click here to enter response.	
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?
Click here to enter response.	
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.
Click here to enter response.	

### 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?
Click here to enter response.	
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)?
Click here to enter response.	
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)?

Click here to enter response.

3.4.4.

**Public Sector Strategic Growth Plan.** 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?

Click here to enter response.

### 3.5. Customer References

3.5.1.

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:

- Customer name and location;
- Customer contact person and their title, telephone number, and email address;
- A brief description of the products and services provided by your company;
- Customer relationship starting and ending dates; and,
- Notes or other pertinent information relating to the customer and/or the products and services your company provided.

Click here to enter response.

### 3.6. Insurance Coverage

3.6.1.

**General Liability, Property & Automobile Insurance.** 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) 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.

Yes  No

Click here to provide additional commentary, if necessary.

3.6.2.

**Employee Dishonesty – Members.** 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.

Yes  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.
6.2	
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.
Click here to enter response.	
4.1.3.	<b>Customized Offering.</b> Describe how you are able to customize the program offering to Equalis Group Members.
Click here to enter response.	
4.1.4.	<b>Service(s) Description.</b> Provide a detailed description of the services you are offering as a part of your proposal.
Click here to enter response.	
4.1.5.	<b>Differentiators.</b> Describe what differentiates your company's products and services from your competitors.
Click here to enter response.	
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
Click here to enter response.	

### 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 include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
Click here to enter response.	
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>Attachment B – Cost Proposal</b> in accordance with the directions provide in <b>RFP Section 2.3 - Cost Proposal &amp; Acceptable Pricing Formats</b> .
Click here to enter response.	



Click here to enter response.

## Section 5. Business Operations

### 5.1. Logistics

5.1.1.	<b>Distribution Capabilities.</b> Describe how supplier proposes to distribute the products/service nationwide.
Click here to enter response.	
5.1.2.	<b>Distribution Centers.</b> Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.
Click here to enter response.	
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.
Click here to enter response.	
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.
Click here to enter response.	
5.1.5.	<b>Fill Rates.</b> Provide fill rates and average delivery timeframes met by specific distribution centers.
Click here to enter response.	
5.1.6.	<b>On Time Delivery Rate.</b> Provide your average on-time delivery rate.
Click here to enter response.	
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.
Click here to enter response.	

### 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.
Click here to enter response.	
5.2.2.	<b>Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.

Click here to enter response.	
<b>5.2.3.</b>	<b>Product Returns.</b> Describe your product return policy and procedures. Please include any restocking fees in <b>Attachment B – Cost Proposal.</b>
Click here to enter response.	

**5.3. Order & Invoice Processing; Payment**

<b>5.3.1.</b>	<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.
Click here to enter response.	
<b>5.3.2.</b>	<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?
Click here to enter response.	
<b>5.3.3.</b>	<b>Order Process.</b> Describe your company's proposal development and order submission process.
Click here to enter response.	
<b>5.3.4.</b>	<b>Invoice Process.</b> Describe your company's invoicing process.
Click here to enter response.	
<b>5.3.5.</b>	<b>Payment.</b> What is your standard payment terms? What methods of payment do your company accept?
Click here to enter response.	

## Section 6. Go-To-Market Strategy

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

6.1.1.	<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.
Click here to enter response.	
6.1.2.	<b>Key Staff.</b> Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.
Click here to enter response.	
6.1.3.	<b>Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).
Click here to enter response.	

### 6.2. Contract Implementation Strategy & Expectations

6.2.1.	<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.	
Click here to enter response.		
6.2.2.	<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
Click here to enter response.		
6.2.3.	<b>Revenue Objectives.</b> What are your revenue objectives in each of the five (5) years of the piggybackable Master Agreement?	
Click here to enter response.		

### 6.3. Administrative Fee & Reporting

6.3.1.	<p><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 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>	<input type="checkbox"/> Agree <input type="checkbox"/> Negotiate
--------	---	--

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

6.3.2.	<p><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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--------	--	--

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

**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 provide 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  
*Provide answer here.*
- 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  
*Provide answer here.*
- 3) Provide a description of your process for requesting manufacturer price deviations for the customer.  
*Provide answer here.*
- 4) Provide a description of your process for price changes.  
*Provide answer here.*
- 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.  
 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.*































# ATTACHMENT B - COST PROPOSAL

## EQUALIS GROUP RFP #: CCOG 2106, PRODUCE PROCUREMENT & DISTRIBUTION MARKET BASKET DATA

### Instructions:

The information provided in this spreadsheet will be used to calculate Bidder's Market Basket Pricing spreadsheet. Product Descriptions provided in the Market Basket Data are to communicate the type of product. Substitutions will be permitted in cases where the product is equal to that specified.

**IMPORTANT:** Bidders are not required to use these templates. All Cost Proposals must meet the requirements for developing the pricing for materials, equipment, products, parts, suppliers, services and labor included.

Delivery Location: Chagrin Falls, OH 44023

Description
-------------

Apple, granny smith fancy
Apple, red delicious sliced
Apple, red delicious sliced
Apple, red sliced
Apple, red sliced
Apple, red variety
Apple, red variety
Banana, green
Banana, green tip
Banana, petite green tip
Banana, petite green tip
blackberries
Blueberries
Broccoli Crown
Cabbage, red
Cabbage, red shredded 1/8"
Canatoupe, chunks
Cantaloupe, chunks dry
Cantaloupe, diced 1"
Carrot, baby peeled
Carrot, shredded 1/8"
Carrot, whole baby
Carrots, baby peeled slims

Carrots, carroteenie peeled  
Celery  
Celery, diced 1/4"  
Celery, stick loose 4x1/2"  
Cucumber  
Cucumber  
cucumber, 6 ct  
Cucumber, Persian  
Grapes, cello  
Grapes, red  
Grapes, red lunch bunch  
Grapes, red seedless  
Green onion  
Green onion  
Honeydew, chunks  
Honeydew, chunks dry 1"  
Honeydew, diced 1/2"  
Kiwi  
Lemon 165 Ct Fancy  
Lettuce Green Leaf 12Ct  
Lettuce Iceberg 24 Ct  
Lettuce, green leaf  
Lettuce, iceberg  
Mushrooms, medium  
Onion, red jumbo  
Onion, yellow  
Orange, choice  
Orange, sections  
Pear, variety  
Peas, sugar snap stringless  
Pepper Bell Grn Choice 5Lb  
Pepper Bell Red Choice 5Lb  
Pepper, bell green chopper  
Pepper, bell red  
Pepper, bell, green choice  
Pepper, bell, red choice  
Romaine, chopped

Romaine, chopped

Romaine, chopped 1x1

Romaine, shredded 3/8"

Spinach, cleaned

Spinach, cleaned

Squash Zucchini Medium 5Lb\*

Squash, zucchini

Squash, zucchini medium

Squash, zucchini shredded 1/8"

Strawberries

Tangerine, minneola

Tangerine, variety, bald

N

g by applying Bidder's pricing model to the the data provided in this  
 e of product requested. However, the use of substantially comparable

requirements outlined in Section 2.3 of RFP - CCOG Produce when  
 luded in a Bidder's Cost Proposal.

Pack	Unit	Estimated Usage
138 ct	case	150
200/2 oz	case	1900
4/3#	case	275
8/1.5#	case	185
200/2 oz	case	125
138 ct	case	1200
163 ct	case	210
5#	case	140
5#	case	390
40#	case	380
5#	case	205
12/6 oz	case	700
12/4.4-6 oz	case	90
1/20 LB	case	150
10/2 CT	case	105
5#	case	200
2/5# tray	case	130
5# tray	case	325
1 gal pail	case	280
100/3 oz	case	2650
5#	case	385
72/3 oz	case	465
5#	case	150

100/2.6 oz	case	275
4/6 CT	case	165
5#	case	265
5#	case	110
8/5 LB	case	229
1/5 LB	case	183
6 ct	case	145
22#	case	555
100/3 oz	case	1665
150/2.25 oz	case	655
18#	case	350
18#	case	100
bunch	case	185
bunch	case	185
2/5# tray	case	100
5# tray	case	370
1 gal pail	case	360
1/39 CT	case	89
1/40 LB	case	115
1/12 CT	case	135
1/24 CT	case	112
24/CT	case	135
24/CT	case	112
1#	case	100
1/5 LB	case	175
1#	case	240
138 ct	case	140
gal	case	225
150 ct	case	144
10#	case	495
1/5 LB	case	102
1/5 LB	case	115
1#	case	100
1/5 LB	case	115
1/5 LB	case	102
1#	case	880
2#	case	625



6/2#	case	170
6/2#	case	1680
6/2#	case	170
2.5#	case	245
2.5#	case	245
1/5 LB	case	104
1#	case	314
1/5 LB	case	104
5#	case	117
8/1#	case	1350
125 ct	case	175
125 ct	case	800











## 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**

<p>1. Equalis Group RFP Name:  <u>RFP # COG-2106</u></p>	<p>2. Proposal Due Date:  <u>November 5, 2020</u></p>
<p>3. Bidder Name:  <u>Bidder Name</u> <i>(legal name of the entity responding to RFP)</i></p>	<p>4. Bidder Federal Tax ID # or Social Security #:  <u>Bidder Tax ID#</u></p>
<p>5. Bidder Corporate Address:  Street Address 1 Street Address 2 City, State Zip</p>	<p>6. Bidder Remittance Address <i>(or "same" if same as Item #5):</i>  Same or Street Address 1 Street Address 2 City, State Zip</p>

**7. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:**

Bidder Representative: Name

Representative's Title: Title

Address 1: Street Address 1

Address 2: Street Address 2

City, State Zip: City, State Zip

Phone #: Direct/Cell Phone #

Fax #: Fax #.

E-Mail Address: Email Address

---

**8. Print or type the name of the Bidder representative 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 (if not the same individual as in #7, provide the following information on each such representative and specify their function):**

Bidder Representative: Name

Representative's Title: Title

Address 1: Street Address 1

Address 2: Street Address 2

City, State Zip: City, State Zip

Phone #: Direct/Cell Phone #

Fax #: Fax #.

E-Mail Address: Email Address

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, \_\_\_\_\_ (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, \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (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:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____



% of those who are Women:      \_\_\_\_\_      \_\_\_\_\_  
 % of those who are Minorities:      \_\_\_\_\_      \_\_\_\_\_

B. If you are 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: \_\_\_\_\_ %  
 (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:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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 \_\_\_\_\_, (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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
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? [Click or tap here to enter text.](#)  
(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? [Click or tap here to enter text.](#)  
(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? [Click or tap here to enter text.](#)  
(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? [Click or tap here to enter text.](#)  
(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? [Click or tap here to enter text.](#)  
(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? [Click or tap here to enter text.](#)  
(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? [Click or tap here to enter text.](#)  
(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 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

[Click or tap here to enter text.](#)

**Bidder Name**

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

[Click or tap here to enter text.](#)

**Printed Name**

[Click or tap here to enter text.](#)

**Title**

[Click or tap here to enter text.](#)

**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: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City, State Zip: Click or tap here to enter text.

**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 Click or tap here to enter text., an authorized representative of Click or tap here to enter text., 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
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>

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

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

Enter Date Signed  
**Date**

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

Bidder Name: Enter Bidder Name

Street Address: Enter Street Address

City, State Zip: Enter City, State Zip

State of New Jersey

County of Customer County

I, Your Name of the Your City in the County of Your County, State of Your State of full age, being duly sworn according to law on my oath depose and say that:

I am the Your Title of the firm of Bidder Name, 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:

Bidder Name

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

Title

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: Enter Bidder Name

Street Address: Enter Street Address

City, State Zip: Enter City, State Zip



**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.

Bidder Name

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

Title

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.**



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



THIS ADMINISTRATION AGREEMENT (this "Agreement"), effective as of **Month Day, Year** (the "Effective Date"), is entered into by and between **Winning Supplier**, a **State** corporation with its principal place of business at **street address, City, State Zip** ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## SECTION 1. RECITALS

- A. The Cooperative Council of Governments, Inc. ("**CCOG**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B. CCOG issued request for proposal ("**RFP**") #**Number** dated **Month Day, Year** for contracting on behalf of Equalis Group Members for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier.
- C. CCOG, Equalis, and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #**contract number** effective as of **Month Day, Year** to provide Products & Services to Equalis Group Members.
- D. Equalis serves as the Contract Administrator of the Master Agreement on behalf of CCOG.
- E. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- F. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- G. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

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

## SECTION 2. BUSINESS TERMS

- 2.1. **Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.
- 2.2. **Appendices.** Winning Supplier agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in the Master Agreement, this Agreement, and the appendices attached hereto and made a part of this Agreement (if one, an "**Appendix**" or more, "**Appendices**").
- (i) **Appendix A** defines Winning Supplier's reporting requirements.
  - (ii) **Appendix B** sets forth the roles and responsibilities of the Parties.
  - (iii) **Appendix C** defines the financial terms between the Parties.

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

2.4. **Publicity & Joint Marketing.**

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

(b) **Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier's trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis' trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party's use of the other Party's trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party's trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party's trademarks, names, and logos.

## SECTION 3. TERMS & CONDITIONS

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

3.2. **Express Limitation of Equalis Liability.** With respect to any purchases of Products & Services by CCOG or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, CCOG, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by CCOG or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by CCOG or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by CCOG or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

3.3. **Term & Termination.** The Term of this Agreement is the same as the Term of the Master Agreement. This Agreement shall only be terminated, and shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate

revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

3.4. **Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

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

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

3.7. **Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

a. If to **Winning Supplier:**

and with copy to:

Winning Supplier  
Attn: Name, Title  
Street Address 1  
Street Address 2  
City, State Zip

Company Name  
Attn: Name, Title  
Street Address 1  
Street Address 2  
City, State Zip

b. If to **EQUALIS:**

Equalis Group LLC  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

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

3.9. **Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement

is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

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

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

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

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

3.14. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

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

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

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

**WINNING SUPPLIER**

**EQUALIS GROUP LLC**

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

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

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

Name: Stephen M. Hull

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

As: CEO

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

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

## APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

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

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 <i>(Where available or applicable)</i>
	Product Category level 3 <i>(Where available or applicable)</i>
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

## APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

### 1. Equalis Services.

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

### 2. Winning Supplier Roles & Responsibilities.

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

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

- 2.2. **Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities in the geographies defined in the Master Agreement, including any existing customers, and Winning Supplier will transition existing customers, upon their request, to the Master Agreement, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.
- 2.3. **Sales Commitment.** Winning Supplier commits to aggressively market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.
- 2.4. **Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("Plan") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:
- 2.4.1. Issuing co-branded press release
  - 2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites
  - 2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier
  - 2.4.4. Jointly participating in national and regional conferences
  - 2.4.5. Jointly attending national and regional Equalis Group Member networking events
  - 2.4.6. Designing, publishing, and distributing co-branded marketing materials
  - 2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)



## APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

### 1. Administrative Fee.

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "Administrative Fee") of written number percent (number%) of the total Winning Supplier revenue (the "Equalis Group Spend" or "Spend") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

### 2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Winning Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

### 3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

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

MASTER AGREEMENT

*between*

Cooperative Council of Governments  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

*and*

**Winning Supplier**

**Street Address 1**

**Street Address 2**

**City, State Zip**

*and*

Equalis Group LLC  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

# Table of Contents

SECTION 1. RECITALS.....	1
SECTION 2. BUSINESS TERMS.....	2
2.1. <u>Appendices</u> .....	2
2.2. <u>Terms in Appendices</u> .....	2
2.3. <u>Utilization of Products &amp; Services</u> .....	2
2.4. <u>Personnel &amp; Equipment</u> .....	2
2.5. <u>Rates &amp; Charges</u> .....	2
SECTION 3. TERMS & CONDITIONS.....	2
3.1. <u>Independent Contractors</u> .....	2
3.2. <u>Operational Control</u> .....	2
3.3. <u>Technical Systems; Intellectual Property</u> .....	3
3.4. <u>Confidentiality</u> .....	3
3.5. <u>Indemnification</u> .....	4
3.6. <u>Notice &amp; Opportunity to Defend; Limitations &amp; Thresholds</u> .....	5
3.7. <u>Winning Supplier Insurance</u> .....	5
3.8. <u>Termination Rights</u> .....	5
3.9. <u>Effects of Termination</u> .....	6
3.10. <u>Audit of Winning Supplier</u> .....	6
3.11. <u>Force Majeure</u> .....	6
3.12. <u>Notices</u> .....	6
3.13. <u>Waiver</u> .....	6
3.14. <u>Governing Law; Invalidity</u> .....	6
3.15. <u>Modification</u> .....	7
3.16. <u>Assignment</u> .....	7
3.17. <u>No Third-Party Beneficiaries; Survival of Representations</u> .....	7
3.18. <u>Entire Agreement</u> .....	7
3.19. <u>Execution in Counterparts</u> .....	7
3.20. <u>Titles, Headings &amp; Recitals</u> .....	7
3.21. <u>Nondiscrimination &amp; Intimidation</u> .....	7
APPENDIX A: TERM OF AGREEMENT; NOTICES.....	9
APPENDIX B: PRODUCTS & SERVICES; PRICING.....	10

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), Winning Supplier, a **State** corporation with its principal place of business at **street address, City, State Zip** ("**Winning Supplier**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## SECTION 1. RECITALS

- A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.
- C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.
- D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.
- E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.
- F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").
- G. CCOG issued request for proposal ("**RFP**") #**Number** dated **Month Day, Year** for contracting on behalf of Equalis Group Participants for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier as the lowest responsive and responsible bidder.
- H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.
- I. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

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

## SECTION 2. BUSINESS TERMS

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

- (i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

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

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

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

2.5. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

## SECTION 3. TERMS & CONDITIONS

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

3.2. **Operational Control**.

- (a) **Winning Supplier Control**. As between the Parties, Winning Supplier shall have sole and exclusive control over the manner in which Winning Supplier and its employees, agents, subcontractors, and suppliers perform its responsibilities under this Agreement. Winning Supplier shall engage, employ, or

subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Winning Supplier furnishes the types and quantities of Products & Services specified in **Appendix B** to all Program Participants purchasing Products & Services throughout the Term of this Master Agreement and Winning Supplier executes its roles and responsibilities in accordance with any Customer Agreements. Such individuals shall not be considered employees or subcontractors of CCOG, Equalis, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Winning Supplier.

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

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

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

3.4. **Confidentiality.**

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

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its

representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

### 3.5. Indemnification.

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

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

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

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

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

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

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

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

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

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

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



not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

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

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

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

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

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

3.14. **Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

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

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

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

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

3.19. **Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

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

3.21. **Nondiscrimination & Intimidation.**

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

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

(c) Winning Supplier expressly agrees to include the provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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

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

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

Name: Scott A. Morgan

As: CCOG Board President

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

**WINNING SUPPLIER**

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

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

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

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

**EQUALIS GROUP, LTD.**

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

Name: Stephen M. Hull

As: CEO

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

## APPENDIX A: TERM OF AGREEMENT; NOTICES

This Appendix may be modified at any time with the mutual written consent of the Parties.

### 1. The Term.

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

### 2. Addresses for Notices.

#### a. If to CCOG:

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

#### b. If to Winning Supplier:

and with copy to:

Winning Supplier  
Attn: Name, Title  
Street Address 1  
Street Address 2  
City, State Zip

Company Name  
Attn: Name, Title  
Street Address 1  
Street Address 2  
City, State Zip

#### c. If to EQUALIS:

Equalis Group, Ltd.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

## APPENDIX B: PRODUCTS & SERVICES; PRICING

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

### 1. Products & Services

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

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

### 2. Pricing for Products & Services

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

### 3. Price Adjustments

Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

Winning Supplier must honor previous prices for thirty (30) days after approval and written notification from Equalis Group if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.





## ATTACHMENT G: STATE NOTICE EQUALIS GROUP: PRODUCE PROCUREMENT & DISTRIBUTION PROGRAM

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

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



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

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

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

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

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

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

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

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

BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT

WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

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

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

LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL  
SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT

LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES),  
 UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT

TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND  
 TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

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

PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPOUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



**ATTACHMENT H – QUESTION & ANSWERS  
EQUALIS GROUP: PRODUCE PROCUREMENT AND  
DISTRIBUTION**

**Question 1**

What time period should we use to submit pricing? With the RFP being released in October but not due until November 5th we can anticipate fluctuations in the market. Do you know if they are looking for historical pricing? We just want to make sure that what we are submitting the same time period as others for a fair comparison.

**Answer 1**

Please base your prices market pricing from the RFP's publication date, October 2.