



REQUEST FOR PROPOSALS

Fitness, Exercise and Strength Training Equipment

RFP # COG-2120

Issued By:

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

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

Dated:

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SECTION I. GENERAL PURPOSE & TIMEFRAME

1.1 Overview

This request for proposal (“RFP”) is published by the Cooperative Council of Governments (“CCOG”) for the purpose of creating a cooperative purchasing program for fitness, exercise, and strength training equipment (the “Program”) that will be available to current and future members of [Equalis Group](#) (the “Members”).

CCOG is a Council of Governments and Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is an Equalis Group, LLC (“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(s) (a “Winning Supplier” or “Supplier Partner”) 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 cooperative 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 (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 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 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), educational institutions (K-12 schools, colleges, and universities) eligible to join Equalis Group and piggyback on Equalis Group’s already-procured contracts.

Going to Market with Equalis Group

Equalis Group works with lead public agencies, such as CCOG, that are legally empowered to conduct RFP processes, enter into Master Agreements, and make those Master Agreements available to public sector organizations such as: municipalities, K-12 school districts, counties, higher education institutions, special districts, tribal nations, and state and federal agencies as well as non-profit organizations across the country.

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.**

At Equalis Group, our commitment is to actively engage with the Winning Suppliers’ senior leadership, sales organization, and marketing department to grow profitable public sector revenue by:

1. **Training Supplier Partners' sales representatives** on the pricing, terms, and conditions of the Master Agreement and how to sell their products and services using an already-procured, piggybackable contract vehicle.
2. **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.
3. **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.
4. **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.

1.2 Purpose & Scope of this RFP

Purpose

The primary goal of this Program is to offer Members a complete solution 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 solutions that meets the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

Scope

CCOG is seeking proposals for fitness, exercise, and strength training equipment and any other capabilities that Bidders are able to offer which supports or complements the scope of this RFP. Products, services, and solutions within this RFP's scope include, but are not limited to:

- **Products:** treadmills, exercise bicycles, elliptical/cross trainers, stairclimbers, rowers, free weights, racks & platforms, weightlifting machines, medicine balls, training equipment, flooring, replacement parts and any other piece of equipment, part, or accessory that can be used for fitness, exercise and strength training Equipment.
- **Services:** training & education, testing or calibrating, maintenance or repair, installation, design, and warranty programs.
- **Solutions:** technology and online or virtual programming related to the equipment and accessories described above, including integrated devices, subscription services, and fitness programming.

Estimated Quantities & Available Funds

CCOG and Equalis Group anticipates 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 fifteen million US dollars (\$15,000,000.00) 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 Awarded Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract. CCOG is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

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 [Bonfire](#), an online procurement platform, to publish RFPs, manage communication including the Q&A process, and receive proposals.

Activity	Dates & Times
<i>RFP Publication; Q&A Period Opens</i>	May 21, 2021
<i>Pre-Proposal Meeting</i>	June 8, 2021 from 1 PM to 2 PM Eastern*
<i>Q&A Period Closes</i>	June 14 at 5 PM Eastern
<i>Q&A Responses Distributed</i>	June 17, 2021
<i>Proposals Due & Public Opening</i>	June 24, 2021, at 3 PM Eastern*
<i>Finalist Presentations</i>	To Be Determined
<i>Contract Award Issued</i>	September 1, 2021 (estimated)

*Any Bidders experiencing technical difficulties accessing the RFP through Bonfire should contact Bonfire customer support by submitting a support ticket to Support@GoBonfire.com, access the Vendor FAQ at www.gobonfire.com/support/, or receive online support via online chat at 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 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 on or before the Anticipated Procurement Timetable provided. Clarifying questions asked and CCOG's responses to those questions will be incorporated as 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 1.7 – 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.

1.5 **Pre-proposal Meeting**

At the date and time indicated in the **Anticipated Procurement Timetable**, Equalis Group will hold a voluntary pre-proposal meeting via Zoom. The intent of this meeting is to provide an overview of Equalis Group, the RFP, the document package and to field any questions prospective Bidders may have related to this RFP.

Information to register, access, and participate in the pre-proposal meeting will be posted on Bonfire under Events section. Bidders attending the pre-proposal meeting must register using the information posted on Bonfire.

1.6 **Public Opening**

The public opening of the proposals received in response to this RFP will be held at the date and time proposals are due and will solely consist of opening all proposal received and identifying the Bidders who responded. Proposal scoring will not occur at the public opening. The public opening will be held via Zoom with the access information provided on the solicitation's page on Bonfire.

1.7 **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, any member of the Proposal Review Team ("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 the **Question & Answer (Q&A) Period**;
- B. As necessary in any pre-existing or on-going business relationship between CCOG and/or Equalis Group and any supplier that could submit a proposal in response to this RFP;
- C. As part of any Bidder interview process or proposal clarification process initiated by 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.

1.8 **Time Frames**

CCOG and Equalis Group are seeking to contract with a Winning Supplier for an initial period of five (5) years (“**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 D – Model Master Agreement** is included for review and mark-up.

SECTION II. RFP REQUIREMENTS & PRICING

2.1 **Bidder Requirements**

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.

All Bidders must complete and provide the following documents. These documents should be completed and submitted to CCOG through [Bonfire](#) as part of the Bidder’s Proposal package.

- **Attachment A – Proposals Requirements & Technical Specifications**
- **Attachment B – Cost Proposal**
- **Attachment C – Required Bidder Information & Certifications** This document should be completed with either certified electric signature or with [Blue Ink](#), scanned and digitally submitted.

Any proposal received that does not meet the following requirements may be deemed unresponsive by CCOG in its sole discretion:

- The Bidder’s proposal must be received by the deadline as specified in **Anticipated Procurement Timetable**.
- The Bidder submit a proposal comprised of a separate Technical Proposal and Cost Proposal as required in **Proposal Format & Submission**.
- The 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**. CCOG requires Bidders to incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

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 the Bidder’s 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 products, services, and solutions 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 – Cost Proposal** has been included in the bid document package which must be used as the base document for Bidder’s Cost Proposal. This Excel workbook includes two worksheets; one containing the Cost Proposal Questionnaire and the other containing a template to provide Bidder’s Contract Pricing. **IMPORTANT:** Bidders are required to use the template provided in Attachment B but are permitted to revise any part of spreadsheet in order to customize the cost proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members. The completed Cost Proposal must be submitted in an Excel workbook using the naming convention, **RFP – CCOG Fitness Equip (Attachment B – Cost Proposal).xlsx**.

The Cost Proposal must include the following:

- **Cost Proposal Questionnaire.** Include the answers to the questionnaire included in **Attachment B – Cost Proposal**.
- **Contract Pricing.** The pricing for all products, services, solutions you are offering Equalis Group Members.

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

- **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.
- **Value to the Members.** CCOG requests that Bidders 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.
- **Not to Exceed Pricing.** CCOG requests that pricing be submitted as not to exceed. Bidder may adjust pricing lower if needed but cannot exceed the current contract pricing.
- **Indefinite Quantity.** This RFP requests pricing for an indefinite quantity of products or related services with national sales distribution and service.
- **Total Acquisition Cost.** The pricing included in your Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member’s location).
- **Administrative Fee.** Pricing provided shall include the administrative fee paid to Equalis Group.
- **Relevant Information.** All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- **Discounts.** Multiple percentage discount structures are acceptable.
- **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal.** Cost Plus can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered by the Winning Supplier.

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

- **Equipment, Parts, and Service Pricing**
 - **Line-Item Pricing.** Products and services are individually priced based on a line-item discount. For each line-item entry, Bidders must provide both verifiable price (“**List Price**”) as well as the price which will be offered to the Members (“**Contract Price**”) and the associated price discount (if applicable) in their pricing model where the Contract Price is calculated by applying the

applicable discount to the List Price. The List Price will be the standard “quantity of one” price currently available to government and educational customers.

- **Percentage Discount Off List Price By Catalog or Category.** Products, services, and/or solutions associated with a defined catalog or category are given a specific and uniform percentage discount based on a published List Price (“**Catalog Discount**” or “**Category Discount**”). Individualized percentage discounts can be applied to any number of defined product groupings. The types of products, parts, and services using the Catalog or Category Discount methodology must be clearly identified and defined.
- **Other Pricing Scenarios**
 - **Open Market Items.** Bidders can provide an alternative method of costing to cover any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system of pricing, R.S. Means, or that needs to be custom designed, developed, manufactured, and/or produced to meet the requirements of an individual project or sole source due to the project’s or application’s specifications, conditions, and/or requirements (“**Open Market Items**”).
 - **Additional Discounts and Savings.** A Bidder may disclose the volume requirements and subsequent discounts extended to Members who purchase larger than normal volumes. All other rebate programs or incentives should be described and quantified as a part of your Cost Proposal.

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

Bidder’s will be given reasonable notice to make arrangements for scheduling and participating in a proposal clarification discussions or finalist interview. Interviews will be conducted via Zoom or Microsoft Teams.

3.2 Start Work Date

Winning Supplier must be able to begin work with CCOG and Equalis Group by September 1, 2021, the estimated date when the Master Agreement between CCOG, Equalis Group, and Winning Supplier will be signed. Winning Supplier will be notified by 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 Use of Dealers, Resellers, or Subcontractors

If Bidder requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address in response to the questions listed in **Attachment A** 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.

Any dealers, resellers, or subcontractors authorized by the Winning Supplier to use awarded contract must also adhere to the terms of the Master and Administration Agreements with the Winning Supplier bearing sole responsibility to report revenue generated from all authorize parties to Equalis.

3.5 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), Attachment C – Required Bidder Information & Certifications 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**.

3.6 Master Agreement

CCOG and Equalis Group will enter into a Master Agreement with the Winning Supplier. This Master Agreement defines a) the terms of the relationship between CCOG, Equalis Group, and the Winning Supplier, and b) the terms, conditions, and pricing of products and services and related capabilities offered to Members.

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 as amended by the mutual agreement of CCOG, Equalis Group, and the Winning Supplier.

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 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.

3.7 Administration Agreement

Equalis Group 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 Equalis Group and Winning Supplier. Bidders are required to review and mark-up the Administration Agreement template, which is included as **Attachment D – Model Administration Agreement**, and submit that marked up Administration Agreement as part of Bidder's response.

3.8 Public Release of Records

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

3.9 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 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 employee to violate any of the conduct requirements for employees;
- C.** When acting on behalf of CCOG and Equalis Group, 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 to enter into the Master Agreement; and
- D.** CCOG and Equalis Group employees who violate **O.R.C. Chapters 102.03, 102.04, 2921.42, or 2921.43** may be prosecuted for criminal violations.

3.10 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 the proposal due date.

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, such claims and a review of the background details may result in a rejection of Bidder’s proposal. CCOG and Equalis Group will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on Bidder’s performance of the work, and the best interests of CCOG, Equalis Group, and Members.

3.14 Mandatory Disclosures of Governmental Investigations

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



matter, the matter's potential impact on Bidder's performance of the work, and the best interests of CCOG, Equalis Group, and Members.

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. Faxes, mailed, overnighted, and emailed submissions will not be accepted.

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.**

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 after the proposal due must submit such request in writing directly to CCOG at Sourcing@EqualisGroup.org.

4.2 Format for Organization of the Proposal

A. Technical Proposal Organization

Bidder's Technical Proposal must contain a completed **Attachment A**. Any other information thought to be relevant, even if 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.

B. Cost Proposal Organization

Bidder's should provide their Cost Proposal, **Attachment B**, as outlined in **Section 2.3 – Cost Proposal & Acceptable Pricing Formats**. **Note:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 5.1 – Criteria for Proposal Evaluation & Selection.**

Bidder's Cost Proposal must contain answers to the Cost Proposal Questionnaire provided in **Attachment B**. Any other information thought to be relevant, but not applicable to a specific RFP section 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.

C. Required Bidder Information and Certifications

Bidder's should complete **Attachment C** and submit the completed document as an Adobe PDF file.

SECTION V. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

5.1 Scoring of Proposals

The Proposal Review Team will evaluate based on the capacity and experience demonstrated in Bidder's Technical and Cost Proposals. Proposal scoring will be weighted as described in this section. Bidders should not assume that the PRT is familiar with current or past work activities of Bidders.

The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP. Proposals that are materially non-responsive will be rejected and CCOG will provide notice of rejection to the Bidder. The PRT 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 One Review – Criteria for Scoring the Technical Proposal:

The PRT will score Technical Proposals by assessing a Bidder's response to the questions presented in **Attachment A** of this RFP. The PRT will read, review, discuss, and reach consensus on the final technical score for each Technical Proposal.

A maximum of **200** points will be awarded for the Technical Proposal and points will be distributed according to the schedule below.

- **Supplier Overview & Qualifications – 60 points total**
 - Financial Strength & Legal Consideration
 - Industry Qualifications
 - Public Sector Focus
 - Customer References
 - Insurance Coverage
- **Products, Services, Capabilities –90 points total**
 - Products & Services Offering
 - Differentiators
 - Additional Features
 - Warranty
 - Customer Service
 - Order & Invoice Processing; Payment

- **Go to Market Strategy – 50 points total**
 - Public Sector Growth Plan
 - Bidder Organizational Structure & Staffing Relationship
 - Contract Implementation & Expectations

A Technical Proposal must achieve a total of at least **100** points (a score which represents that Bidder can successfully perform the resulting contractual duties) out of the possible **200** points to qualify for continued consideration. Any Technical Proposal which does not meet the minimum required Technical Proposal point threshold will be determined nonresponsive to this RFP and the associated sealed Cost Proposal will neither be opened nor considered.

Should the PRT interview Bidders, or ask for clarifications prior to making a final selection, responses by the Bidder may be used by the PRT in their final scores.

B. Phase Two Review – Criteria for Considering the Cost Proposal

The PRT will review Cost Proposals to determine the best overall financial value. The PRT will take into account the Bidder's responses to the questions provided, pricing for products & services, and any costs or charges associated with service and support, reporting, and additional services proposed. There is a maximum of **100** points available in the evaluation of Cost Proposals.

In reviewing Bidders' cost proposal, points are distributed according to the schedule below.

- **Pricing – 100 pts total**
 - Pricing for all available products and services
 - Ability for Members to verify that they received contract pricing
 - Other factors relevant to this section as submitted by the Bidder

CCOG may, at its sole discretion, negotiate with all technically qualifying Bidders for revised Cost Proposals, request revised Cost Proposals, and request best & final offers.

CCOG may, at its sole discretion, select specific data from Bidder's Cost Proposal to evaluate. CCOG also reserves the right to request additional pricing scenarios for the purpose of providing Market Basket Pricing or Project Based Pricing to compare Bidders' Cost Proposals more accurately.

C. Final Scoring

The total of each Bidder's Technical Proposal and Cost Proposal will be added together to calculate the final points awarded to each Bidder. 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 the proposal due date.

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.

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.

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 **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**.
 - 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.

SECTION VII. ATTACHMENTS

- Attachment A – Technical Proposal Requirements & Specifications
- Attachment B – Cost Proposal
- Attachment C – Required Bidder Information & Certifications
- Attachment D – Model Master Agreement & Model Administration Agreement
- Attachment E – State Notice

ATTACHMENT A: TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS COG-2120 – FITNESS, EXERCISE, AND STRENGTH TRAINING EQUIPMENT

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

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 or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
This is a sample question. Do not provide a response.	

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.

1.1.2.	Installers. Is the installation service performed by a company owned installation team or one of your dealers or resellers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not 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 2.2.1**, the following electronic file name would be appropriate: **Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf**.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
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.	
2.1.2.	Formation. 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.		
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Click here to enter response.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

2.2. Financial Strength & Legal Considerations

2.2.1.	Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. <i>Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</i>
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Click here to enter response.	
2.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
Click here to enter response.	
2.2.3.	Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
Click here to enter response.	
2.2.4.	Mandatory Contract Performance Disclosure. Pursuant to RFP Section 3.13 , disclose whether 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.	
2.2.5.	Mandatory Disclosure of Governmental Investigations. Pursuant to RFP Section 3.14 , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
Click here to enter response.	

2.3. Industry Qualifications

2.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?
Click here to enter response.	
2.3.2.	Manufacturing. Describe your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).
Click here to enter response.	
2.3.2.1.	Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
Click here to provide additional commentary, if necessary.	
2.3.2.2.	Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP.
Click here to provide additional commentary, if necessary.	
2.3.3.	Industry Experience. How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?
Click here to enter response.	
2.3.4.	Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.
Click here to enter response.	
2.3.5.	Certifications and Licenses. 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.	

2.3.6.	Awards. 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.
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Click here to enter response.

Click here to enter response.

2.4. Public Sector Focus

2.4.1.	Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?
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Click here to enter response.

Click here to enter response.

2.4.2.	Education Success. 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)?
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Click here to enter response.

Click here to enter response.

2.4.3.	Government Success. 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)?
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Click here to enter response.

Click here to enter response.

2.4.4.	Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector 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 total revenue generated by 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? <i>For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</i>
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Click here to enter response.

Click here to enter response.

2.5. Customer References

2.5.1.	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. Each reference should include: <ul style="list-style-type: none"> • Customer name and location;
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	<ul style="list-style-type: none"> • 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.	

Section 3. Products and Services

3.1. Products & Services

3.1.1.	<p>Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>IMPORTANT: this description along with the products and services outlined in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>
Click here to enter response.	
3.1.2.	<p>Open Market Products. 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.</p>
Click here to enter response.	
3.1.3.	<p>Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members.</p>
Click here to enter response.	
3.1.4.	<p>Differentiators. Describe what differentiates your company’s products and services from your competitors.</p>
Click here to enter response.	

3.2. Turnkey Capabilities

3.2.1.	<p>Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions</p>
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	to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.
Click here to enter response.	

3.3. Installation

3.3.1.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2 .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
3.3.2.	Installers. Is the installation service performed by a company owned installation team or one of your dealers or resellers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
3.3.3.	Qualifications. Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.	
Click here to provide additional commentary, if necessary.		

3.4. Other Services

3.4.1.	Training. If yes, provide a description of the training services offered. Note: <i>Training services are not limited to those provided to Members but can also extend to the training you provide you dealers, distributors, and resellers.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
3.4.2.	Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

3.5. Additional Features

3.5.1.	Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance your company's proposal. Your response may include, but is not limited to, additional or complementary products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
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Click here to enter response.

3.6. Additional Offerings

3.6.1.	Other Capabilities. 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 Attachment B – Cost Proposal in accordance with the directions provide in RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats .
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Click here to enter response.

3.7. Warranty

3.7.1.	Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in Attachment B – Cost Proposal .
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Click here to enter response.

Section 4. Business Operations

4.1. Logistics

4.1.1.	Distribution Capabilities. Describe how your company proposes to distribute the products/services in the company’s defined geographic reach.
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Click here to enter response.

4.1.2.	Distribution Centers. Provide the number, size and location of Supplier’s distribution facilities, warehouses, and retail network as applicable.
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Click here to enter response.

4.1.3.	Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.
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Click here to enter response.

4.1.4.	Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.
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Click here to enter response.	
4.1.5.	On Time Delivery Rate. Provide your average on-time delivery rate.
Click here to enter response.	
4.1.6.	Expedited Orders. 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.	

4.2. Customer Service

4.2.1.	Customer Service Department. 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.	
4.2.2.	Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
Click here to enter response.	
4.2.3.	Product Returns. Describe your product return policy and procedures.
Click here to enter response.	

4.3. Order & Invoice Processing; Payment

4.3.1.	Purchasing Options. 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.	
4.3.2.	Order Process. Describe your company's proposal development and order submission process.
Click here to enter response.	

4.3.3.	Invoice Process. Describe your company's invoicing process.	
Click here to enter response.		
4.3.4.	Payment. What are your standard payment terms? What methods of payment do your company accept?	
Click here to enter response.		
4.3.5.	Financing. Does your company offer any financing options or programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		

4.4. Members Contracting for Services

4.4.1.	Customer Set Up. 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.		
4.4.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		

4.5. Bonding Capabilities

4.5.1.	Bonding. Describe your company's bonding capacity.	
Click here to enter response.		
4.5.2.	Rating. Is your bonding obtained from a surety with an "A" rating from AM Best?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		

4.6. Sustainability, Reclamation, and Recycling Initiatives

4.6.1.	Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.
Click here to enter response.	

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.
Click here to enter response.	
5.1.2.	Sales Organization. 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, etc.
Click here to enter response.	

5.2. Contract Implementation Strategy & Expectations

5.2.1.	Five (5) Year Sales Vision & Strategy. Describe your company’s vision and strategy to leverage a resulting contract with Equalis 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 will be completed.	
Click here to enter response.		
5.2.2.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
5.2.3.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?	

Click here to enter response.

Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

6.1.1.	<p>Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the Attachment D – Model Administration Agreement.</p>	<input type="checkbox"/> Agree <input type="checkbox"/> Negotiate
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Click here to provide additional commentary, if necessary.

6.1.2.	<p>Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to provide additional commentary, if necessary.

ATTACHMENT B - COST PROPOSAL
EQUALIS GROUP RFP # COG-2020 - FITNESS, EXERCISE, AND STRENGTH TRAINING EQUIPMENT

[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 - Complete the Cost Proposal Questionnaire below.

COST PROPOSAL QUESTIONNAIRE

[Questions](#)

- 1) Provide a 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.

Provide answer here.

- 2) Provide a description of your process for price changes.

Provide answer here.

- 3) 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:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | a) lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. |
| <input type="checkbox"/> | b) equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. |
| <input type="checkbox"/> | c) higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. |
| <input type="checkbox"/> | d) not applicable. Please explain. |

Provide answer here.

- 4) Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.

Provide answer here.

- 5) Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.

Provide answer here.

- 6) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Provide answer here.

ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

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 to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bidders must provide all the information outlined below.

1. Equalis Group RFP Name: COG-2120 – Fitness, Exercise, and Strength Training Equipment	
2. Bidder Name: <u>Bidder Name</u> <i>(legal name of the entity responding to RFP)</i>	3. Bidder Federal Tax ID # or Social Security #: <u>Bidder Tax ID#</u>
4. Bidder Corporate Address: Street Address 1 Street Address 2 City, State Zip	5. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> Same or Street Address 1 Street Address 2 City, State Zip

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

8. 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.

9. 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.

10. 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:	<u>Name</u>
Street Address 1:	<u>Street Address 1</u>
Street Address 2:	<u>Street Address 2</u>
City, State Zip:	<u>City, State Zip</u>
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):

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

11. 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.)

12. 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.)

13. 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.)

14. 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.

14.1. Lobbying Certification

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

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

14.2. 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

14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All 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.

14.3.1. Supplier Partner Violation or Breach of Contract Terms

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

Any contract award will be subject to Terms and Conditions of 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)

14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a

purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. 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)

14.3.3. Equal Employment Opportunity

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

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

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

14.3.4. Davis-Bacon Act

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

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. 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)

14.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(Initials of Authorized Representative)

14.3.6. Right to Inventions Made Under a Contract or Agreement

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

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

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

(Initials of Authorized Representative)

14.3.7. Clean Air Act and Federal Water Pollution Control Act

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

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

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

(Initials of Authorized Representative)

14.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (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)

14.3.9. Byrd Anti-Lobbying Amendment

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

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

(Initials of Authorized Representative)

14.3.10. Procurement of Recovered Materials

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

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

(Initials of Authorized Representative)

14.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When

required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

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

(Initials of Authorized Representative)

14.3.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

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

(Initials of Authorized Representative)

14.3.13. 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)

14.3.14. 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

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

15.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), 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.

_____ Enter Date Signed
Date
Authorized Signature and Title

15.2. 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

15.3. 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

15.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional

information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

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. 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.

¹ 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
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Contributor Name	Recipient Name	Date	\$Amount
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Contributor Name	Recipient Name	Date	\$Amount
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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 Clerk

Sheriff

{County Executive}

Surrogate

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 A COUNTY-BASED, CUSTOMIZABLE FORM.

15.5. Stockholder Disclosure Form

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: 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)

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

16.1. Arizona Supplier Partner Requirements

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

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

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

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



ATTACHMENT E: STATE NOTICE

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 and <https://www.usa.gov/local-governments>.

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 DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT

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

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

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

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

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

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

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

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

WILLAMETTE HUMANE SOCIETY

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

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

HIGHER EDUCATION INCLUDING, BUT NOT LIMITED TO:

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 INCLUDING BUT NOT LIMITED TO:

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, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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ADDENDUM #1

Fitness, Exercise, and Strength Training Equipment RFP

RFP # COG-2120

Issued By:

The Cooperative Council of Governments On Behalf of Equalis Group

This Addendum #1 amends the Request for Proposal (RFP) for Fitness, Exercise and Strength Training Equipment (“**Addendum**”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #1 is hereby issued to make the following changes:

1. The Pre-Proposal Meeting has been rescheduled for Tuesday June 15, 2021, 1 PM to 2 PM Eastern.
2. The Q&A Period will now close on Thursday June 17, 2021, at 5 PM Eastern.
3. The Q&A Responses will be distributed via Bonfire by 5 PM on June 18, 2021.

These changes are reflected in the updated Anticipated Procurement Timetable below.

Activity	Dates & Times
<i>RFP Publication; Q&A Period Opens</i>	May 21, 2021
<i>Pre-Proposal Meeting</i>	June 8, 2021, from 1 PM to 2 PM Eastern* NEW: June 15, 2021 from 1 PM to 2 PM Eastern



<i>Q&A Period Closes</i>	June 14 at 5 PM Eastern NEW: June 17 at 5 PM Eastern
<i>Q&A Responses Distributed</i>	June 17, 2021 NEW: June 18, 2021
<i>Proposals Due & Public Opening</i>	June 24, 2021, at 3 PM Eastern*
<i>Finalist Presentations</i>	To Be Determined
<i>Contract Award Issued</i>	September 1, 2021 (estimated)



ADDENDUM #2

Fitness, Exercise and Strength Training Equipment

RFP # COG-2120

**Issued By:
*The Cooperative Council of Governments
On Behalf of Equalis Group***

June 18, 2021

This Addendum #2 amends the Request for Proposal (RFP) for Fitness, Exercise and Strength Training Equipment (“**Addendum**”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #2 is hereby issued to incorporate the following questions and answer into the RFP documentation:

Question 1
I have seen the cost proposal sheet in an excel form but it doesn't sates what are the products we are supposed to price for?
Answer 1
CCOG is seeking proposals for fitness, exercise, and strength training equipment and any other capabilities that Bidders are able to offer which supports or complements the scope of this RFP. Information related to the scope of this RFP can be found in Section 1.2 - Purpose and Scope of the main RFP Document.

Question 2
Can you tell me where this equipment will be delivered?



Answer 2

The delivery location of equipment will be determined by the Equalis Member(s) who utilize the resulting contract from this RFP to purchase products and services from the Awarded Supplier(s).