



REQUEST FOR PROPOSALS

***HVAC & Facility Systems, Automation, Installation, Service
and Related Products & Services in Ohio***

RFP # COG-2124

Issued By:

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

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

Dated:

October 15, 2021

TABLE OF CONTENTS:

| | | |
|---------------------|--|-----------|
| SECTION I. | GENERAL PURPOSE & TIMEFRAME | 3 |
| 1.1 | OVERVIEW..... | 3 |
| 1.2 | PURPOSE & SCOPE OF THIS RFP | 4 |
| 1.3 | ANTICIPATED PROCUREMENT TIMETABLE | 5 |
| 1.4 | QUESTION & ANSWER (Q&A) PERIOD | 6 |
| 1.5 | PRE-PROPOSAL MEETING | 6 |
| 1.6 | PUBLIC OPENING | 7 |
| 1.7 | COMMUNICATIONS PROHIBITED | 7 |
| 1.8 | TIME FRAMES | 7 |
| SECTION II. | RFP REQUIREMENTS & PRICING | 7 |
| 2.1 | BIDDER REQUIREMENTS | 7 |
| 2.2 | REQUIREMENTS & PROPOSAL SPECIFICATIONS..... | 8 |
| 2.3 | COST PROPOSAL & ACCEPTABLE PRICING FORMATS | 8 |
| SECTION III. | CONDITIONS & OTHER REQUIREMENTS | 10 |
| 3.1 | INTERVIEW | 10 |
| 3.2 | START WORK DATE..... | 10 |
| 3.3 | PROPOSAL COSTS..... | 11 |
| 3.4 | USE OF DEALERS, RESELLERS, OR SUBCONTRACTORS..... | 11 |
| 3.5 | TRADE SECRETS PROHIBITION; PUBLIC INFORMATION DISCLAIMER | 11 |
| 3.6 | MASTER AGREEMENT | 11 |
| 3.7 | ADMINISTRATION AGREEMENT | 12 |
| 3.8 | PUBLIC RELEASE OF RECORDS..... | 12 |
| 3.9 | ETHICAL & CONFLICT OF INTEREST REQUIREMENTS | 12 |
| 3.10 | WAIVER OF MINOR PROPOSAL ERRORS..... | 12 |
| 3.11 | PROPOSAL CLARIFICATIONS & BEST AND FINAL OFFERS..... | 13 |
| 3.12 | UNRESOLVED FINDINGS FOR RECOVERY (O.R.C. 9.24) | 13 |
| 3.13 | MANDATORY CONTRACT PERFORMANCE DISCLOSURE | 13 |
| 3.14 | MANDATORY DISCLOSURES OF GOVERNMENTAL INVESTIGATIONS..... | 13 |
| SECTION IV. | PROPOSAL FORMAT & SUBMISSION | 14 |
| 4.1 | PROPOSAL SUBMISSION INFORMATION | 14 |
| 4.2 | FORMAT FOR ORGANIZATION OF THE PROPOSAL..... | 14 |
| SECTION V. | CRITERIA FOR PROPOSAL EVALUATION & SELECTION | 15 |
| 5.1 | SCORING OF PROPOSALS | 15 |
| 5.2 | REVIEW PROCESS CAVEATS..... | 16 |
| 5.3 | FINAL SUPPLIER RECOMMENDATION..... | 17 |
| 5.4 | TIE BREAKER | 17 |
| 5.5 | CONTRACT AWARD CAVEATS | 17 |
| SECTION VI. | RFP PROTEST PROCEDURES..... | 17 |
| 6.1 | PROTESTS..... | 17 |
| SECTION VII. | ATTACHMENTS..... | 18 |

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 HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services (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 across the state of Ohio. Member outside the state of Ohio will be able to access the Master Agreement but it will be the responsibility of each Member to determine if the RFP process meets their requirements. 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 HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services. Bidders may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, Bidders are encouraged to propose their complete catalog of products and services. Products, services, and solutions within the scope of this RFP include, but are not limited to:

- **Building Automation Systems:** illumination (lighting) control, electric power control, heating, demand ventilation, security and observation, closed-circuit television (CCTV), access control, fire alarm system, plumbing, other engineering systems, control panels, building communication and automation protocols, network solutions, PA systems, alarm monitor, security automation, and any other related product or services to the scope defined herein.
- **Energy Management Products and Systems:** Digital controls, multi-system integration, staging, startup controls, in-room controls, air compressors, occupancy sensors, window glazing and film, solar radiation reduction, lighting products, weather proofing, water consumption improvement & automatic metering, and any other product or service intended to control energy usage.
- **HVAC, Heating Systems, Cooling Systems, and Related Products & Services:** air handlers, air terminals, chillers, inverters, fan coils, heat pumps, furnaces, boilers, burners water heaters, PTAC, indoor air quality products, rooftop systems, cooling towers split systems, unit heaters, unit ventilators, ventilation fans, HVAC parts, installation of new equipment, service and maintenance of existing equipment, related

equipment rental, upgrade of related infrastructure, turnkey solutions, controls, thermostats, sensors, and other HVAC or HVAC automation products related to the scope defined herein.

- **Fire Safety Products & Services:** fire & carbon monoxide detection products including fire & carbon monoxide detectors, pull stations, fire detection services and any other fire or carbon monoxide detection equipment or service. Notifications solutions and services, including audible notification devices, speakers, pa systems, and detection services. Fire suppression, including sprinkler systems, fire extinguishers, and other suppression products or services designed to meet the needs for standard or high-risk building spaces and areas.
- **Installation & Services:** Includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Supplier.
- **Financial Services:** Leasing, rental, guaranteed and/or shared savings and other financial services.
- **Other Services:** general contracting services, roofing & windows installation & replacement, preliminary schematic design concepts, well building certification, energy star benchmarking, facility evaluation, design, project management, equipment/system analysis, operational layout and other related services.

This scope should be read as including all products, equipment, software, services, and any other capability that Bidders are able to offer which supports or complements the functionality listed above.

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 \$15,000,000 annually by year three (3) of the contract. This information is provided solely as an aid to Bidders preparing proposals only and performance will be determined by other factors such as awarded supplier’s competitiveness, and overall performance and support of the contract. The 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> | October 15, 2021 |
| <i>Pre-Proposal Meeting</i> | October 27, 2021 from 1:00 PM to 2:00 PM Eastern* |
| <i>Q&A Period Closes</i> | November 1, 2021 at 5 PM Eastern |

| | |
|---|-------------------------------------|
| <i>Q&A Responses Distributed</i> | November 3, 2021 by 5:00 PM Eastern |
| <i>Proposals Due & Public Opening</i> | November 11, 2021 at 3 PM Eastern* |
| <i>Finalist Presentations</i> | To Be Determined |
| <i>Contract Award Issued</i> | January 1, 2022 (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 access and participate in the pre-proposal meeting will be posted on Bonfire under Events section. Bidders attending the pre-proposal meeting must RSVP to Sourcing@EqualisGroup.org by 5 PM Eastern

the day prior to the Pre-proposal Meeting. RSVP's should include the Bidder's company name, contact names, titles, phone numbers, and email addresses of all Bidder attendees.

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. Pricing will remain firm for 120 days from submittal.

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 HVAC OH (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.
- **Unit Price Book (UPB) Pricing**

- **R.S. Means or Equivalent Unit Pricing Book.** Pricing included in the Cost Proposal are calculated using R.S. Means or equivalent UPB and may be used for Labor and Materials. Pricing must be submitted as a coefficient of the UPB line-item pricing. State, local, or regional modifiers may be utilized. If no specific state, city, or region is specified, then pricing submitted will be assumed as available in all 50 states.

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

- **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 January 1, 2022, 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-2124 for HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio

Table of Contents

| | | |
|------------|---|----|
| Section 1. | General Guidelines..... | 2 |
| 1.1. | Instructions for Completing Attachment A..... | 2 |
| 1.2. | Use of Attachments..... | 2 |
| Section 2. | Bidder Overview & Qualifications | 3 |
| 2.1. | Company Information..... | 3 |
| 2.2. | Financial Strength & Legal Considerations..... | 3 |
| 2.3. | Industry Qualifications..... | 5 |
| 2.4. | Public Sector Focus..... | 5 |
| 2.5. | Customer References..... | 6 |
| Section 3. | Products and Services..... | 7 |
| 3.1. | Products & Services..... | 7 |
| 3.2. | Turnkey Capabilities | 7 |
| 3.3. | Installation..... | 8 |
| 3.4. | Other Services | 8 |
| 3.5. | Additional Features..... | 8 |
| 3.6. | Additional Offerings..... | 9 |
| 3.7. | Warranty..... | 9 |
| Section 4. | Business Operations | 9 |
| 4.1. | Customer Service | 9 |
| 4.2. | Order & Invoice Processing; Payment..... | 10 |
| 4.3. | Members Contracting for Services..... | 10 |
| 4.4. | Bonding Capabilities | 10 |
| 4.5. | Sustainability, Reclamation, and Recycling Initiatives | 11 |
| Section 5. | Go-To-Market Strategy..... | 11 |
| 5.1. | Bidder Organizational Structure & Staffing of Relationship..... | 11 |
| 5.2. | Contract Implementation Strategy & Expectations..... | 11 |
| Section 6. | Administrative Requirements..... | 12 |
| 6.1. | Admin Fee & Reporting..... | 12 |

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. | Installation. Is installation available as a part of your proposal? | <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> |
|--------|--|

| | |
|-------------------------------|--|
| 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 the your company’s performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder’s proposal. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members. |
| Click here to enter response. | |
| 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. | |
| 2.3.1.1. | 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. |
| Click here to provide additional commentary, if necessary. | |
| 2.3.1.2. | 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. If applicable, is your dealer network independent or company owned? |
| Click here to provide additional commentary, if necessary. | |
| 2.3.2. | 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. | |
| 2.3.3. | 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. | |
| 2.3.4. | 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. | |

2.4. 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 similar to what is defined in the scope of 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? |
| 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)? |
| 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)? |
| 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> |
| Click here to enter response. | |

2.5. Customer References

| | |
|-------------------------------|--|
| 2.5.1. | <p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided. |
| Click here to enter response. | |

Section 3. Products and Services

3.1. Products & Services

| | |
|-------------------------------|---|
| 3.1.1. | <p>Product & Services Description(s). Provide a detailed description of all products and services being offered as a part of your proposal.</p> <p>IMPORTANT: this description along with the products and services priced in the Attachment B – Cost Proposal will be utilized to define the overall scope of 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. | |
| 3.1.5. | <p>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).</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 to Equalis Group Members. Your response may include, but is not limited to, design-build, site assessment, engineering, equipment consultations & recommendation, installation, on-going programs or systems inspection, and maintenance.</p> |
| | |

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 an 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 the 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.

| | |
|--------|---|
| 3.4.3. | Emergency Service. Describe your company's ability to service emergency maintenance and repair requests. |
|--------|---|

Click here to enter response.

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. |
|--------|---|

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**.

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**.

Click here to enter response.

Section 4. Business Operations

4.1. Customer Service

4.1.1.

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.

4.1.2.

Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.

Click here to enter response.

4.1.3.

Product Returns/Exchange. Describe your product return/exchange policy and procedures.

Click here to enter response.

| |
|--|
| |
|--|

4.2. Order & Invoice Processing; Payment

| | | |
|-------------------------------|---|--|
| 4.2.1. | Order Process. Describe your company’s proposal development and order submission process. | |
| Click here to enter response. | | |
| 4.2.2. | Invoice Process. Describe your company’s invoicing process. | |
| Click here to enter response. | | |
| 4.2.3. | Payment. What are your standard payment terms? What methods of payment do your company accept? | |
| Click here to enter response. | | |
| 4.2.4. | Financing. Does your company offer any financing options or programs? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Click here to enter response. | | |

4.3. Members Contracting for Services

| | | |
|-------------------------------|--|--|
| 4.3.1. | Customer Set Up. Once an Equalis Group Member decides to accept your company’s proposal to provide services, what is the process for the Member to become a customer? | |
| Click here to enter response. | | |
| 4.3.2. | 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. | | |

4.4. Bonding Capabilities

| | | |
|-------------------------------|--|--|
| 4.4.1. | Bonding. Describe your company’s bonding capacity. | |
| Click here to enter response. | | |
| 4.4.2. | 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.

4.5. Sustainability, Reclamation, and Recycling Initiatives

4.5.1. **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. **Contract Expectation.** What are your company's expectations in the event of a contract award?

Click here to enter response.

5.2.2. **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.

| | | |
|-------------------------------|--|--|
| 5.2.3. | 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. | | |
| 5.2.4. | 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. | 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 . | <input type="checkbox"/> Agree <input type="checkbox"/> Negotiate |
| Click here to provide additional commentary, if necessary. | | |
| 6.1.2. | Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th 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. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Click here to provide additional commentary, if necessary. | | |
| 6.1.3. | Self Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, that the your reports all the sales under Contract, and the Winning Supplier remit the proper admin fee to Equalis. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Click here to provide additional commentary, if necessary. | | |

ATTACHMENT B - COST PROPOSAL

EQUALIS GROUP RFP# CCOG-2124 - HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio

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.

Part 2 - Using one or both of the worksheets titled "Contract Pricing Submission" or "JOC Pricing", provide the pricing model for the

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:

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

Provide answer here.

- 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: RFP # COG-2124, HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio | |
| 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. <u>Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</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: Email Address

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 and when Federal funds are being used to purchase Products & Services.

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

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

SECTION 1. RECITALS

A. The Cooperative Council of Governments, Inc. ("CCOG") serves as a lead public agency (a "Lead Public Agency") for Equalis Group ("Equalis Group"), a national cooperative purchasing organization, by publicly procuring master cooperative purchasing agreements for products and services to be made available to Equalis Group members ("Equalis Group Member" or "Member").

B. CCOG issued request for proposal ("RFP") #COG-2124 dated October 15, 2021 for contracting on behalf of Equalis Group Participants for HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio and awarded a contract to Winning Supplier as the lowest responsive and responsible bidder for the products and services at the prices defined in Appendix B of the Master Agreement ("Products & Services").

C. CCOG, Equalis, and Winning Supplier entered into that certain master cooperative purchasing agreement (the "Master Agreement") #**contract number** effective as of **Month Day, Year** to provide Products & Services to Equalis Group Members.

D. Equalis serves as the Contract Administrator of the Master Agreement on behalf of CCOG.

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

F. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "Program Participant".

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

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

SECTION 2. BUSINESS TERMS

2.1. Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

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

(i) Appendix A defines Winning Supplier's reporting requirements.

(ii) Appendix B sets forth the roles and responsibilities of the Parties.

(iii) Appendix C defines the financial terms between the Parties.

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

2.4. Publicity & Joint Marketing.

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

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

SECTION 3. TERMS & CONDITIONS

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

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

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

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

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

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

a. If to Winning Supplier: and with copy to:

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

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

b. If to EQUALIS:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

WINNING SUPPLIER

EQUALIS GROUP LLC

By: _____

By: _____

Name: _____

Name: Eric Merkle

As: _____

As: SVP, Sourcing & Operations

Date: _____

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

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

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

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

APPENDIX B: ROLES & RESPONSIBILITIES

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

1. Equalis Services.

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

2. Winning Supplier Roles & Responsibilities.

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

- 2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.
- 2.2. Corporate Commitment. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement

will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

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

APPENDIX C: FINANCIAL TERMS

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

1. Administrative Fee.

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

2. Case-by-Case Administrative Fee Adjustments.

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

This Agreement, #**contract number**, entered into as of the **date** of **Month** in the year of **year**.

MASTER AGREEMENT

between

Cooperative Council of Governments

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Winning Supplier

Street Address 1
Street Address 2
City, State Zip

and

Equalis Group LLC

5550 Granite Parkway, Suite 298
Plano, Texas 75024

Table of Contents

| | |
|--|---|
| SECTION 1. RECITALS | 1 |
| SECTION 2. BUSINESS TERMS..... | 2 |
| 2.1. <u>Appendices</u> | 2 |
| 2.2. <u>Terms in Appendices</u> | 2 |
| 2.3. <u>Personnel & Equipment</u> | 2 |
| 2.4. <u>Rates & Charges</u> | 2 |
| SECTION 3. TERMS & CONDITIONS | 2 |
| 3.1. <u>Confidentiality</u> | 2 |
| 3.2. <u>Indemnification</u> | 3 |
| 3.3. <u>Notice & Opportunity to Defend; Limitations & Thresholds</u> | 4 |
| 3.4. <u>Winning Supplier Insurance</u> | 4 |
| 3.5. <u>Termination Rights</u> | 4 |
| 3.6. <u>Effects of Termination</u> | 5 |
| 3.7. <u>Audit of Winning Supplier</u> | 5 |
| 3.8. <u>Force Majeure</u> | 5 |
| 3.10. <u>Notices</u> | 5 |
| 3.11. <u>Waiver</u> | 5 |
| 3.12. <u>Governing Law; Invalidity</u> | 6 |
| 3.13. <u>Modification</u> | 6 |
| 3.14. <u>Assignment</u> | 6 |
| 3.15. <u>No Third-Party Beneficiaries; Survival of Representations</u> | 6 |
| 3.16. <u>Entire Agreement</u> | 6 |
| 3.17. <u>Execution in Counterparts</u> | 6 |
| 3.18. <u>Titles, Headings & Recitals</u> | 6 |
| 3.19. <u>Nondiscrimination & Intimidation</u> | 6 |
| APPENDIX A: TERM OF AGREEMENT; NOTICES..... | 8 |
| APPENDIX B: PRODUCTS & SERVICES; PRICING | 9 |

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

SECTION 1. RECITALS

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

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

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

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

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

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

G. CCOG issued request for proposal ("RFP") #COG-2124 dated October 15, 2021 for contracting on behalf of Equalis Group Participants for HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services in Ohio and awarded a contract to Winning Supplier as the lowest responsive and responsible bidder for the products and services at the prices defined in Appendix B of this Master Agreement ("Products & Services").

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

I. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("Program Participants") subject to the terms of this Master Agreement, **#contract number**.

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

SECTION 2. BUSINESS TERMS

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

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

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

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

2.4. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in Appendix B ("Customer Agreement"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

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

SECTION 3. TERMS & CONDITIONS

3.1. Confidentiality.

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

for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

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

3.2. Indemnification.

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

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

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

applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

3.3. Notice & Opportunity to Defend: Limitations & Thresholds.

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

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

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

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

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

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

(c) Breach. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree

that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

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

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

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

3.9. Buy American. (for New Jersey and all other applicable States) Winning Supplier may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

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

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

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

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

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

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

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

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

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

3.19. Nondiscrimination & Intimidation.

(a) Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio,

Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

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

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

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

THE COOPERATIVE COUNCIL OF
GOVERNMENTS, INC.

WINNING SUPPLIER

By: _____

By: _____

Name: Scott A. Morgan

Name: _____

As: CCOG Board President

As: _____

Date: _____

Date: _____

EQUALIS GROUP, LLC.

By: _____

Name: Eric Merkle

As: SVP, Sourcing & Operations

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

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

1. The Term.

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for four (4) years and will expire on **Month day, year** (the "Termination Date") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed for one (1) additional one (1) year period at any time by the mutual written consent of the Parties (each a "Renewal Term") unless this Master Agreement is terminated as set forth herein. This agreement may be renewed up to any period of time by the mutual written consent of the Parties. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "Term."

2. Addresses for Notices.

a. If to CCOG:

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

b. If to Winning Supplier:

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

and with copy to:

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

c. If to EQUALIS:

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

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services as defined Section 1 below from Winning Supplier. This Appendix may be modified at any time with the mutual written consent of Winning Supplier and Equalis.

1. Products & Services

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

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

2. Pricing for Products & Services

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

3. Price Adjustments

No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by Equalis Group and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

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

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



ATTACHMENT 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
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT

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

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

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

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

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

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

WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]