

Section Three – General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead 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, contract management, 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 this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

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

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

2. TERMS & CONDITIONS

- 2.1. 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.
- 2.2. 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.
- 2.3. 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 Winning Supplier's cost proposal.
- 2.4. The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (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 by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"
- 2.5. Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
 - b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, 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.
 - c. **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.

- d. **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.
- e. **Order of Precedence.**
- (1) General terms and conditions
 - (2) Specifications and scope of work
 - (3) Attachments and exhibits
 - (4) Documents referenced or included in the solicitation

2.6. **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.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

2.8. 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.

2.9. 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 certificate holders 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.

2.10. 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.

2.11. 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.

2.12. 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.

2.13. 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.

2.14. 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.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the mailing address provided the Winning Suppliers proposal.

i. If to **CCOG**:

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

ii. If to **EQUALIS**:

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

2.15. 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.

2.16. 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.

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

2.18. 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.

2.19. 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.

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>	
1.1. Company Information	
1.1.1. Company Name:	HORNE LLP (HORNE)
1.1.2. Corporate Street Address:	1215 19 th Street Northwest 3 rd Floor, Washington, DC 20036
1.1.3. Remittance Address:	661 Sunnybrook Rd, Suite 100, Ridgeland, MS 39157
1.1.4. Main Telephone Number:	601-326-1000
1.1.5. Website:	www.horne.com
1.1.6. 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.	HORNE was established in 1962 as a CPA firm and incorporated in Delaware as a Limited Liability Partnership in 2004. Our history of serving clients in disaster recovery began by helping our neighbors following Hurricane Katrina, working with the state to wisely spend program dollars efficiently and compliantly. Over the past 15 years, we've continued to help our neighbors in states across the U.S. and surrounding territories recover from disasters.
1.1.7. 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. <input checked="" type="checkbox"/> Partnership – provide the State of registration and the names of all partners. <input type="checkbox"/> Sole Proprietorship – provide the State of registration and the name and title of the principal. <input type="checkbox"/> Joint Venture – provide the State of registration and the names and titles of all principals. <input type="checkbox"/> Other – provide detailed description of corporate structure and ownership.
	HORNE is a Delaware-incorporated Limited Liability Partnership with ownership interest split among 36 partners. These partners include: <ul style="list-style-type: none"> • J. R. (Rusty) Butcher • Joe D. Havens, Jr. • Joel Bobo • Jonathan Krebs • S. Neil Forbes • Jason Saulters • Anna Stroble • Katherine Watts • Wes Winborne • O. Dee Boykin, Jr. • J. Kade Moody

	<ul style="list-style-type: none"> • Jeff Grandia • Catherine Denman • Emily Parrish • Joshua Edwards • Patrick Gough • Joe Green • Marsha Dieckman • Rud Blumentritt • Scott Keller • Samir El Hage • Bruce Walt • Jeff Aucoin • John Wadsworth • Bryan Mcdonald • Michael Skinner • Alethia Thomas • Lee Klein • Timothy Morgan • Dustin Taylor • Christy Street • Clint King • Lacy Lyons • Lauren Hanat • Melissa Poole • Mary Kathryn Allen 	
<p>1.1.8. Federal Tax ID# or Social Security #:</p>	<p>20-1941244</p>	
<p>1.1.9. Bidder Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:</p>	<p>Contact Name:</p>	<p>Anna Stroble</p>
	<p>Title:</p>	<p>Partner</p>
	<p>Phone:</p>	<p>(601) 326-1000</p>
	<p>E-Mail Address</p>	<p>Anna.Stroble@horne.com</p>
<p>1.1.10. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>	<p>Contact Name:</p>	<p>Anna Stroble</p>
	<p>Title:</p>	<p>Partner</p>
	<p>Phone:</p>	<p>(601) 326-1000</p>
	<p>E-Mail Address</p>	<p>Anna.Stroble@horne.com</p>

1.2. Financial Strength & Legal Considerations	
<p>1.2.1. 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. Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</p>	<p>HORNE considers the requested information to be trade secret, confidential, and proprietary.</p> <div style="background-color: black; width: 100%; height: 60px; margin-top: 10px;"></div>
<p>1.2.2. 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.</p>	<p>N/A, neither HORNE nor any principals of the firm have filed for bankruptcy or insolvency in the past 3 years.</p>
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>HORNE is a party to litigation from time to time in the normal course of business, none of which is believed to have a material impact on HORNE’s financial viability, reputation, or ability to perform under this contract.</p>
1.3. Company Qualifications	
<p>1.3.1. Company Description. Provide a description of your company.</p>	<p>In the last 15 years, HORNE has administered over \$100 billion in federal disaster recovery programs across California, Colorado, Florida, Mississippi, New Jersey, New York, North Carolina, Oklahoma, Puerto Rico, South Carolina, Tennessee, Texas, and the U.S. Virgin Islands. We have field-tested knowledge of every federal disaster recovery and resiliency funding stream. In addition to providing industry-leading best practices for grants management we stay abreast of emerging trends in recovery programs and available funding. As a result, HORNE has maximized local community results in both public infrastructure and individual housing while delivering compliance with federal grant requirements and state/local government policies and standards.</p>
<p>1.3.2. Limitations. Please describe any capacity or organization limitations that may affect your ability to provide products & services to Members.</p>	<p>HORNE routinely hires and trains professionals to quickly respond to our client’s needs all over the United States and surrounding territories. We are not aware of any capacity or organization limitations that affect our ability to respond with disaster recovery services. As a privately owned and highly capitalized firm, our clients have realized rapid deployment and quick results.</p> <p>Our ability to scale up quickly is evidenced by our work in California. HORNE launched the largest Emergency Rental Assistance Program (ERAP) in the country in California. Within less than 10 days, HORNE hired, trained, and deployed a fully remote team of nearly 200 call center and 150 case management team members.</p>

	<p>At its peak, HORNE hired over 1,800 staff, and the Program has accepted over 700K applications and disbursed \$2 billion.</p>
<p>1.3.3. Network Relationship. Please describe how your network of partners, including but not limited to, socioeconomically disadvantaged businesses, who assist in delivering the types of services within the scope of this RFP.</p>	<p>We believe that the best federal programs include a strong local involvement and we hire locally and engage with local businesses on every program. We have partnerships across the United States with Minority Owned, Woman Owned, Veteran Owned and other small businesses and routinely engage with these companies to provide meaningful work on programs. We are constantly expanding our networks and seeking input on new teaming partner options.</p>
<p>1.3.4. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women’s business enterprises, labor surplus area firms are used when possible.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1.3.5. 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.</p>	<p>HORNE has offices and staff spread across the United States and surrounding territories. Our team is prepared to open offices, deploy resources, and hire locally to support client engagements. With over 2,800 employees, we can offer industry known expertise bolstered with local hires and engagement.</p>
<p>1.3.6. 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?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>HORNE maintains licenses and certifications to perform professional services across the United States.</p> <p>HORNE has not lost any corporation-wide licenses or certifications that would impact our ability to provide disaster recovery services as a part of this contract.</p>

1.4. Industry Qualifications	
<p>1.4.1. Industry Experience. How long has your company provided the 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?</p>	<div style="background-color: black; width: 100%; height: 40px; margin-bottom: 10px;"></div> <p>As a partnership, HORNE considers the requested information to be trade secret, confidential, and proprietary.</p> <div style="background-color: black; width: 100%; height: 80px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 60px;"></div>
<p>1.4.2. Public Sector Cooperative Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, 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?</p>	<p>As a partnership, HORNE considers the requested information to be trade secret, confidential, and proprietary.</p> <div style="background-color: black; width: 100%; height: 30px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 60px;"></div>
<p>1.4.3. 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)?</p>	<p>As a partnership, HORNE considers the requested information to be trade secret, confidential and proprietary.</p> <div style="background-color: black; width: 100%; height: 40px;"></div>
<p>1.4.4. 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)?</p>	<p>As a partnership, HORNE considers the requested information to be trade secret, confidential, and proprietary.</p> <div style="background-color: black; width: 100%; height: 50px;"></div>

1.4.5. 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?

NOTE: For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.

HORNE’s growth philosophy is to serve where our talents, experience and passions can solve the public sector’s greatest challenges. Given the depth and diversity of our experience, we can provide service in a variety of ways to help government operate at its best. Our focus is on the next 2 years as we believe the world’s accelerated pace of change requires a shorter-term focus. Accordingly, we are focused on expanding our brand and services in two key regions of the country: the Midwest and West. We recognize that each region faces similar yet unique challenges to problems HORNE has successfully solved before. Whether it is mitigating wildfire disasters in the West or ensuring fiscal integrity in federal/state programs in the Midwest, HORNE believes its legacy of successful delivery will help these regions continue to thrive in the face of challenge.

To facilitate this growth, we have invested in leaders located in these regions. Our leaders are passionate about supporting their communities and look for opportunities to turn adversity to opportunity. We have also invested in technology able to expedite delivery of program services and aid to those most in need in the community. Finally, we have formed and strengthened strategic partnerships in these regions. These partnerships will be leveraged to expedite the understanding of local communities’ needs and desires. We know the best service is a locally-driven service. Thus, we invest in local partnerships to help us deliver the same.

The total annual dollar value of HORNE’s total revenue generated by local governments and educational institutions in each of the last three calendar years (2020-2018; information for 2021 is in the process of being finalized) is:

- 2020: \$2,069,000
- 2019: \$3,112,000
- 2018: \$2,589,000

The total percentage of HORNE’s total annual revenue for 2020 (information for 2021 is in the process of being finalized) generated by sales to local governments and educational institutions is 1.23%.

1.4.6. Customer References. 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:

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

South Carolina Office of Resilience (SCOR), 2015 Storm Flooding & Hurricanes Matthew and Florence Recovery, 2016 to Present

Benjamin Duncan II, Chief Resilience Officer, (803) 896-4058, ben.duncan@admin.sc.gov

HORNE has been trusted by the State of South Carolina to deliver the first true turnkey CDBG-DR disaster housing solution. Full-spectrum services provided by HORNE include applicant outreach/intake, VOA coordination, strategic stakeholder communications, implementation of a system of record with Canopy™, internal audit/program compliance controls, construction management services, program closeout, conflict resolution, environmental reviews, and warranty services. Following the success of the 2015 Storm Flooding program, South Carolina contracted HORNE to lead the recovery of their next two major disasters – Hurricanes Matthew and Florence.

California Department of Housing & Community Development, ReCoverCA Owner-Occupied Housing Rehabilitation and Reconstruction Program, 2020 to Present

Geoffrey Ross, Deputy Director, Division of Federal Financial Assistance, (916) 263-2771, Geoffrey.Ross@hcd.ca.gov

HORNE serves as the Program Manager of the \$252 million ReCoverCA Program where we oversee all aspects of implementation and administration of the program, from public outreach and education to case management and award processing for homeowners who were impacted by the 2017 and 2018 wildfires. We employ an all-local team of case managers who process applications in accordance with program policies, procedures, and business processes and ensure compliance with all Federal and State statutes and regulations. We document, track, and report on all applicant activity within the State's system of record and perform quality assurance and control reviews to reduce instances of fraud, waste, and abuse.

Tennessee Department of Finance and Administration, Coronavirus Relief Fund Program, Emergency Rental Assistance Program, & American Rescue Plan Act Program, 2020 to Present

Steve Townsend, Deputy & Senior Advisor, (615) 917-8088, Steve.Townsend@tn.gov

HORNE has served the Tennessee Department of Finance and Administration over the past two years leading the facilitation of the state's CRF, ERAP, and ARPA programs. Of HORNE's \$13 million contract, \$1.60 million has consisted of IT services. HORNE provides full-service consulting, program compliance,

administration, and implementation for the State of Tennessee's \$2.3 billion Coronavirus Relief Fund (CRF) Program – as well as their \$383 million Emergency Rental Assistance Program and \$4.47 billion American Rescue Plan Act program. Our scope for the Coronavirus Relief Program includes determining all eligible types of funding, including legal requirements and permissible uses, while providing guidance on options for spending the funds, including recommendations on the most impactful allocation of funding across the eligible categories to best optimize the CARES Act funding sources' beneficial impact to the State. HORNE administers many of these programs, taking care to document policies and procedures, implement internal controls to reduce instances of fraud, waste, and abuse, and provide for consolidated reporting as required by the U.S. Treasury.

On this CRF program:

- We completed guidance documents and compliance plans to allow the team to disburse \$60 million within 48 hours of signing the contract. Additionally, the reporting system for stakeholders to monitor progress was finalized in the first 48 hours.
- HORNE is working on seven programs throughout Tennessee, including the Small Business Program where we have supported more than 3,000 small businesses throughout the state.
- Our team monitored and oversaw the disbursement of more than \$443 million in 10 months as HORNE works in support of the 95 counties and 345 municipalities and agencies. We have the system with the state's accounting system ensuring expedited disbursements for program applicants.

**Puerto Rico Department of Housing (PRDOH),
CDBG-DR Program Grant Manager/Administrator
Following Hurricanes Irma and Maria, 2018 to
Present**

Maretzie Díaz Sánchez, Esq., Disaster Recovery Deputy Secretary – CDBG-DR Program, (787) 274-2527 ext. 6615, mdiaz@vivienda.pr.gov

In 2018, PRDOH was named the administrator of more than \$1 billion in CDBG-DR funds following Hurricanes Irma [DR-4336-PR] and Maria [DR-4339-PR], which has been expanded to more than \$11.9 billion – the largest award ever made to one grantee. HORNE was hired as the CDBG-DR Program Grant Manager/Administrator to co-locate with PRDOH staff and build the foundation of the largest recovery in history. HORNE provides full spectrum management including:

- developing policies and procedures for all aspects of grant management;
- overseeing a \$3 billion Housing Program (including rehabilitation, reconstruction, and relocation);
- developing and maintaining a System of Record for financial controls and workflow process to ensure compliance;
- assisting PRDOH with Subrecipient Management;
- supporting the development of the Action Plan subsequent Action Plan Amendments; and
- administering 19 programs in under one year across all areas of recovery: housing, infrastructure, planning, and economic development.

Mississippi Development Authority, Hurricane Katrina Program Management Office 2006

Nell Rogers, Bureau Manager, Disaster Recovery Division, (601) 359-9341, nrogers@mississippi.org

HORNE was contracted to assist MDA following the mass destruction of Hurricane Katrina. Hurricane Katrina [DR-1604-MS] escalated the use of CDBG-DR as a long-term recovery mechanism well beyond previous events. States impacted by the storm, as well as HUD itself, were faced with administering **\$5.48 billion** in CDBG-DR funds through the prism of an unprecedented disaster and a host of new waiver and requirements. Ultimately, HORNE came in after an incumbent, saved the State of Mississippi more than \$30 million, and leveraged recovery resources to achieve unparalleled results. This required a flexible and experienced response team prepared for the unknown and ready to execute at a moment’s notice. The Governor’s Office and the Mississippi Development Authority (MDA) recognized a need for an overall project management contractor to facilitate cross-program coordination.

To accomplish this need, the state contracted with HORNE in 2008 to streamline reporting, monitor project finances, monitor budgets and project timelines, coordinate document management, and work directly with the state to ensure overall compliance. The HORNE Project Management Office (PMO) provided MDA a central source for program support and process solutions that encompassed 18 different programs.

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s).
Provide a detailed description of the products and services you are offering as a part of your proposal.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

HORNE’s team is tested and experienced in offering a wide range of services to support federal programs, disaster recovery programs and grant administration, offering:

- **Financial Preparedness:** Our financial planning services focus on compliance, budget adherence, transparency, and structures systems designed to prevent error and minimize risk. We customize internal financial controls to meet the needs and mission of your agency and continue monitoring efforts past the planning stage to give you continued peace of mind about the health of your financial operations.
- **Community Preparedness:** HORNE has built a reputation as a successful manager of disaster recovery funding through its dedication to establishing the processes and structure for sustained community improvement. We believe smart community preparedness calls for careful planning to inform project selection and implementation. We assist in selection criteria and scope development, recommending ways to leverage federal dollars to support disaster recovery planning, business process automation, IT infrastructure, and project strategy.
- **Valuation Services:** HORNE’s Accredited in Business Valuation (ABV), Accredited Senior Appraiser (ASA), CFA Charter-holder, and Certified Valuation Analyst executives have experience providing clear and practical valuation services. We provide business planning, economic and market studies, audit preparation asset valuation services, and specialize valuation services to fit your agency and program needs.
- **Construction Project Governance:** HORNE provides construction-specific financial guidance needed to successfully plan and execute programs. We maximize opportunities to guide your agency through business, compliance, and financial issues, leveraging our expertise in tax, accounting, and valuation.
- **Resiliency Planning and Sustainability Services:** HORNE oversees and ensures the compliance of Green Building Standards and Green Initiatives throughout our portfolio of

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federal programs while ensuring they meet industry-recognized standards for resilience and sustainability. We prioritize resiliency planning to implement measures that support the health and safety needs of vulnerable populations and household units.

- **Hazard Mitigation:** HORNE’s experience in hazard mitigation allows our team to easily identify mitigation needs and outline site-specific measures to maintain compliance and minimize adverse impacts. We balance the importance of environmental assessments and reporting with compliance through ongoing assessment, evaluation, and monitoring. This approach enables clients to implement swift and cost-effective solutions.
- **Environmental Services:** We provide environmental due diligence services for each project phase, beginning with operational planning and prioritizing environmental assessments, mitigation measures, and compliance in each phase. Our team conducts Phase 1 and 2 Environmental Site Assessments (ESA) efficiently, swiftly, and in strict confidence.
- **Grant Management:** HORNE has earned respect from federal, state, and local leaders for its management of federal grant dollars. In our roles as managers of HUD and FEMA grant dollars, we prioritize good stewardship from planning to closeout. We work closely with regulatory agencies to maximize funding and impact through comprehensive program implementation. Our emphasis on compliance and monitoring allows you to implement programs swiftly and avoid deobligation.
- **Cybersecurity:** HORNE Cyber implements a business-driven approach to assessing your systems and processes, enabling stakeholders to see the broader potential impact of security issues. Our experts provide ransomware and malware mitigation, SOC audits, penetration testing, and cyber risk assessments. We also prioritize niche programmatic requirements, such as HIPPA compliance. Our team will provide continual monitoring and analysis to pinpoint trends and patterns that may indicate potential threats.

<p>2.1.2. 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>	<p>N/A</p>
<p>2.1.3. Differentiators. Describe what differentiates your company’s products and services from your competitors.</p>	<p>With +15 years of federal programs oversight and implementation experience, HORNE employs best practices and lessons learned from a variety of federal funding streams including HUD (CDBG-DR, CDBG-MIT), FEMA (PA, IA, HM), CARES Act, American Rescue Plan, and Consolidated Appropriations Act, among others.</p> <p>HORNE has overseen more than \$100 billion of federally funded disaster recovery programs. This includes:</p> <ul style="list-style-type: none"> • \$45 billion: HUD CDBG • \$25 billion: FEMA • \$22 billion: CARES/CRF & ARPA • \$6 billion: ERAP & HAF <p>Our service offerings revolve around all aspects of federal program management including, but not limited to, program management, construction management, environmental review, IT / system of record development and implementation, geographic information system development and application, grant management, application intake, eligibility review, duplication/verification of benefits, strategic communications, community outreach, reporting and data analytics, program closeout, call center startup / management, and tracking and disbursement of funds.</p> <p>HORNE’s foundation as a CPA firm assures that QA/QC and compliance appropriately follow all federal, state and local regulatory guidance.</p>
<p>2.1.4. Personnel Qualifications. Describe the qualifications associated with each level of personnel available to Members through your proposal. Your response may include, but is not limited to, training & certification requirements and years of experience.</p>	<p>Below are the typical levels of personnel that HORNE has available. For each project that we work on, personnel with experience and certifications relevant to the work are utilized. The wide variety of services that HORNE personnel serve on projects can be seen in Section 2.1.1 above.</p> <p>Senior Manager/Director</p> <ul style="list-style-type: none"> • Bachelor’s degree or equivalent • Minimum of seven (7) years’ experience in public accounting or consulting

	<p>Manager</p> <ul style="list-style-type: none"> • Bachelor’s degree or equivalent • Minimum of five (5) years’ experience in public accounting or consulting <p>Supervisor</p> <ul style="list-style-type: none"> • Bachelor’s degree or equivalent • Minimum of three (3) years’ experience in public accounting or consulting <p>Senior Associate</p> <ul style="list-style-type: none"> • Bachelor’s degree or equivalent • Minimum of two (2) years’ experience in public accounting or consulting <p>Associate</p> <ul style="list-style-type: none"> • Bachelor’s degree or equivalent • Entry level position; no work-related experience required <p>Senior Technician</p> <ul style="list-style-type: none"> • Bachelor’s degree or equivalent • Minimum of five (5) years’ experience appropriate to practice area in professional office environment <p>Technician</p> <ul style="list-style-type: none"> • Associates degree or equivalent required, Bachelor's degree or equivalent preferred. • Includes positions which are entry level without related work experience required unless necessary to meet equivalent education requirement. <p>Senior Administrative Assistant</p> <ul style="list-style-type: none"> • High school diploma or GED required; Associates or Bachelor’s degree is highly preferred. • Entry level position without related work experience required.
<p>2.1.5. Technical Approach. Describe your organizations technical approach or project methodology when providing the types of services addressed in the scope of this RFP.</p>	<p>Turn-Key Federal Program Management Services HORNE’s approach to providing turnkey federal program services is rooted in our excellent customer service. This approach that emphasizes “the customer experience” for both our direct clients (e.g. state and local agencies) as well as the program applicants. HORNE marries our expertise, system, best practices, and commitment to deliver a world class experience for our customers. Our tools include the deployment of intentional communication strategies, cutting edge program design, rapid capacity development, and centralization of critical compliance functions to drive unprecedented results.</p>

Our turnkey solutions include:

- Program Management
- Strategic Communications
- Call Center Management and Staffing
- Case Management, including intake and eligibility review
- Construction Management
- Environmental Reviews
- Compliance and Monitoring Support
- System of Record Design and Implementation
- Client Training and Program Turnover
- Program Closeout and Audit Support

We leverage a deep talent network of federal program professionals to offer clients field-tested guidance and results-oriented management practices. Our team includes knowledge leaders with decades of combined experience in CDBG-DR, CDBG-MIT, FEMA PA, FEMA IA, and FEMA HM program design and implementation.

Federal Financial Programs for States

HORNE is a nationwide leader in COVID-19 recovery, providing groundbreaking approaches that leverage maximum potential funding as quickly as possible while minimizing questioned costs, audit findings, and funding recapture events.

We have a track record of rapid deployment, designing, and pioneering programs to maximize funding, ensure compliance, and build a healthier long-term future. HORNE has tracked numerous COVID funding programs from legislation through enactment and apply our knowledge and prior lessons learned in situations where relevant guidance is lacking or ambiguous.

HORNE has collaborated with states to identify their most urgent needs and spending priorities, developed project plans and spending strategies consistent with state and agency goals, and aligned resources to implement programs ahead of schedule and in a matter fully compliant with awarding agency guidance.

HORNE believes that communication, outreach, and training are pillars of any successful federal stimulus program. We develop communications plans, including website content, fact sheets, and webinars highlighting fund eligibility requirements and emphasizing best practices in program execution, document retention, and reporting. HORNE provides training to state and local governments on program eligibility criteria and the effective management of funds, facilitates QA/QC

training to state agencies, and establish FAQ processes to respond to thousands of eligibility questions from local governments with expert technical assistance.

Once federal programs are established, HORNE engages in continuous monitoring and support. Our subject matter experts track all updates to Treasury guidance and provide a prompt and thorough analysis of the impact of any changes to program requirements. We utilize industry-leading best practices to monitor expenses for eligibility compliance, duplication of benefits, and identification of fraud, waste, and abuse. We apply our expert knowledge in documenting our analysis of large or questionable proposed expenditures, providing justification for proceeding or caution when to pause.

HORNE approaches each project with an upfront focus on closeout and potential future audits. We establish documentation requirements that reflect Treasury guidance and are consistent with best practices in grant management. Our closeout-focused approach gives clients peace of mind that there will be no surprises during subsequent audits and no questioned costs subject to recoupment.

Technology Solutions

Canopy™ is HORNE's solution for federal grantees who understand that an off-the-shelf software solution will not support the security, compliance, data volume, and workflow demanded by complex federal recovery grants. For 13 years, we have developed and continued to improve our proprietary grant management system to serve government clients working to recover their jurisdictions from disaster. A successful solution requires a software suite that unifies people, processes, data, and compliance into a seamless, accessible system. Canopy™ supports the lifecycle of recovery grants and provides unrivaled reporting capabilities in a secure and proven software environment.

Canopy™ starts at the beginning with data and deliverables, to ensure that processes are consistent, compliant, and efficient. Canopy™ platforms allow HORNE to deliver complex data and back-end integration, incorporate workflows, and connect to web services and Application Programming Interface (APIs), maximizing its customization ability and speed to deployment. This software can easily integrate with your existing technology investments and includes comprehensive auditing, security logging, and reporting for deployed applications and development activities.

	<p>Canopy™ offers web, mobile, and kiosk intake tools to simplify complicated disaster recovery applications and processing, available on iOS/Android mobile devices. It allows a complete digital submission and processing of all required documents and works seamlessly with the power automated workflow to streamline the end to end process. By eliminating paperwork, using automation, and workflow we consistently deliver a complete solution that manages applications, inspections, environmental, construction, contractors, awards, funding, and supports the work of all vendors in one integrated solution. Canopy™ also keeps all data and documents organized, making the system easily auditable and suitable for all teams, roles, and vendors to perform their work in one place, while providing clients the visibility needed to track activities. Canopy™ is a fully customizable and can support thousands of users for all program execution, management activities and processes.</p> <p>Canopy's™ flexibility to meet client's needs doesn't stop at its customization and reporting capabilities, Canopy™ can also integrate with other systems and vendor tools including MS Office Suite, Excel, Adobe, Yardi, Xactimate, Microsoft SharePoint, subrecipient grant management tools, or other software used.</p>
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2.2. Value Add

<p>2.2.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>In addition to the services outlined in the Scope, HORNE will provide participating agencies with additional services to aid in the administration of the program. These services include:</p> <ul style="list-style-type: none"> • Program Management: HORNE builds programs with successful outcomes in mind, then developing the plans, systems, and workflow processes to match your agency's goals and requirements. Our goal is to guide you through planning to closeout, and our approach includes scheduling, performance monitoring, controls and compliance with regulatory agencies, and risk management and financial integrity. Our expertise in program management has earned us recognition as the #16 program management firm in the country from the Engineering News Record. • Performance Monitoring: We have a long history of success in performing programmatic risk assessments. Our team assesses foreseeable program risks, assigns industry performance benchmarks, and determines the frequency and breadth of internal program
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monitoring. We update the risk assessment on a client-scheduled basis and provide performance comparisons to the industry benchmarks assigned.

- **Data Management and Analytics:** Our IT experts provide the right support to help your agency structure and control data to make effective decisions. We turn data into information, knowledge, and insights to operate your efforts most effectively.
- **Historic Preservation:** When catastrophe strikes a community, city, county, or state, it is important to preserve, if possible, the buildings, sites, structures, etc., that make an area unique and are part of its identity. Our historic preservation team is a vital part of the disaster recovery process. These team members meet and exceed the Secretary of Interior Standards for Architectural History and Archaeology. Our team includes former staff reviewers for the State Historic Preservation Office (SHPO). Their perspectives and experiences allow us to anticipate concerns while keeping the historic integrity of the community. We also ensure compliance with local, state, and federal regulations.
- **Geographic Information Systems:** HORNE applies the latest technology to data collection and management by integrating field activities, geanalytics, and web-based visualizations for an efficient and collaborative solution. With our mobile app technology, GIS allows people in the field to provide live updates, giving your team real-time information to move the project forward faster and more efficiently.
- **Reporting:** Timely reporting is critical. HORNE strongly believes that what gets measured gets done – which drives our urgency in determining performance metrics and developing reports to monitor progress daily. We offer robust internal and external dashboard reporting – customized to meet your needs on reporting to various stakeholders. Our reporting team has dashboards that provide “at a glance” review of program progress, which can be catered to your preferred frequency. All elements are easily customized and allow for drill-downed details of individual applications for comprehensive reviews. Our teams use internal dashboards to manage the day-to-day KPIs and progress of the program.

2.3. Customer Service	
<p>2.3.1. 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.</p>	<p>In 2021, HORNE had 13 operational call centers across the United States. Our team operates both remotely and in strategically located centers. Our approach is to work with our clients to determine the best location for workers, hours of operation and number of representatives based on the program/client need. Each of our centers is unique in these aspects and the approach is tailored to client need. Our customer service and call centers are primarily operated by HORNE staff, but we do often include local small businesses and minority and woman owned firms as subcontractors in certain locations.</p>
<p>2.3.2. Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>Click here to enter response.HORNE’s customer service approach is built on compassion and fueled by team members who have a true passion for serving people in need. It’s who we are and why we are the vendor most often requested to stay by our clients’ side through the most challenging federal recovery programs. Serving our communities with compassion and through service is what sets HORNE’s customer service apart. It’s not enough for our Case Managers to be accurate and consistent; we require they be trained to communicate information most effectively to the recipient on the other end of the phone line, text message, letter, or email. Focusing on effective, compassionate communication allows us to collect the required information in less time and fewer total contacts because applicants can recognize they are dealing with a partner in their recovery instead of a bureaucratic system or an adversary.</p> <p>HORNE’s contact solution is equipped with multiple tools available for Quality Assurance / Quality Control (QA/QC). The contact solution provides Quality Monitoring (QM), which enables management to monitor call center specialist activity such as calls and instant messaging. QM allows management to silently monitor live calls for a selected team member or randomly monitor calls. We can escalate from silent call center monitoring to “whisper coaching,” which is advice to a call center specialist that other parties on the call cannot hear. Should an emergency arise, the system allows management the option of “barging in” on the call center specialist to speak with all parties. Our call center leadership will present established QA/QC training plans for advance review and approval that make certain communication across all team members is consistent and appropriate for complaint resolution.</p>

	<p>For unresolved complaints, HORNE will work with the Member to implement an appeals process following protocols already in place or establish a specific process to the program. HORNE will establish an appeals committee that is separate and apart from the application processing team to provide subject matter expertise and the specific eligibility details from the original decision.</p>
<p>2.4. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>2.4.1. Authorized Partners, Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of partners, consultants, distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize partners, consultants, distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>HORNE will directly contract, we do not utilize consultants, distributors, agents, dealers, or resellers.</p>
<p>2.4.2. Customer Set Up. Once an Equalis Group Member decides to accept your company’s proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</p>	<p>Engaging with HORNE is simple. Please contact Anna Stroble and she will quickly guide you through the contracting process.</p>
<p>2.4.3. Order Process. Describe your company’s proposal development and order submission process.</p>	<p>Every proposal is customized to the specific client’s needs.</p>
<p>2.4.4. Invoice Process. Describe your company’s invoicing process.</p>	<p>HORNE provides invoices in many different formats depending upon client needs. Invoices are mailed or emailed based on client preference.</p>
<p>2.4.5. Payment. What are your standard payment terms? What methods of payment do your company accept?</p>	<p>Click here to enter response. Invoices are due upon receipt. HORNE accepts check, ACH, and wire transfer. HORNE also accepts credit cards with an applicable service fee based on the charge and has an online portal for payments.</p>

<p>2.4.6. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Click here to enter response.HORNE does not offer any financing options or programs.</p>
<p>2.5. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>2.5.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>HORNE is in the process of revamping company-wide sustainability initiatives for 2022. Our firm remains committed to the environment. As an example, we have a recent alliance with Puerto Rico Textile Recycling to place a recycling container in front of our building on Ponce de León Avenue, which is accessible to the entire Green Mile community.</p>
<p>3. PRICING</p>	
<p>3.1. Cost Proposal</p>	
<p>3.1.1. Pricing Model. Provide a description of how your pricing model or methodology works. Describe how the proposed pricing model is able to be audited by public sector agencies to ensure they are receiving contract pricing.</p>	<p>HORNE provides our GSA rate schedule for pricing models to be based upon. Once a scope of work or scope of services is received, the GSA labor categories will be utilized to build the staffing model necessary for the specific work required.</p> <p>HORNE has numerous state contracts that are required to maintain compliance with all federal acquisition and procurement requirements. Pricing information, time reports and effort reports are maintained for all engagements. Upon request of an eligible review authority, we are able to provide the records to support all pricing models proposed or contracted upon.</p>
<p>3.1.2. Price Change Process. Provide a description of your process for price changes.</p>	<p>HORNE operates on a “no surprises” approach. We proactively and constantly collaborate with our partners. We price exactly what it takes to get the job done successfully. Upon a change in the scope or scale of the engagement after contract, HORNE would engage with you and the contracting agency to discuss the new scope and/or scale related to pricing impacts. Upon those collaborations, HORNE would provide an updated proposal for consideration and approval before operationalizing any such change.</p>

<p>3.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal?</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p>3.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>HORNE is open to volume discounts, but will evaluate on a case by case basis relative to the scope and specific need.</p>
<p>3.1.5. Expense Reimbursement. Describe your organization’s approach to receive cost or expense reimbursement. How is travel, hotel, car rental, and any other expense relates to the types of services included in the scope of this RFP?</p>	<p>HORNE uses the GSA travel per diem schedule to receive eligible reimbursements under specific engagements. Prior to execution of any contract, we will negotiate the appropriate travel / expense reimbursement terms with the procuring agency.</p>
<p>3.1.6. Total Cost of Acquisition. Identify any cost associated with the total cost of acquisition that are <i>NOT</i> 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 Bidder.</p>	<p>All costs related to the provision of professional services are included in our proposed rates schedule. IT system costs and services are not included and would be priced on a case by case basis specific to the identified engagement.</p>

4. GO-TO-MARKET STRATEGY

4.1. Bidder Organizational Structure & Staffing of Relationship

<p>4.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Executive Contact / Contract Manager / Sales Leader: Anna Stroble, JD, (601) 326-1000, Anna.Stroble@hornellp.com</p> <p>Reporting Contact: Bob Harland III, CFE, (228) 207-8698, Robert.Harland@hornellp.com</p> <p>Marketing Contact: Brandon Ross, (225) 416-5392, Brandon.Ross@hornellp.com</p> <p>Resumes are appended to this proposal.</p>
<p>4.1.2. 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.</p>	<p>Our sales organization is led by our 36 Partners who form the executive leadership for HORNE. Our Partners establish sales strategy, go to market, oversee proposal development, and establish the right pricing strategies for each prospective client. HORNE does not organize according to geography territories, instead we organize based on the appropriate expertise/services for a specific opportunity. HORNE does not typically engage third-party sales resources. HORNE is supported in sales efforts by hundreds of technical experts who participate in proposals/presentations as needed/appropriate. In addition, HORNE has sales/proposal support embedded within each expertise/services sector. As an example, our government services proposal team has more than 12 people dedicated to major pursuits (\$10 million and up). For this specific engagement, key sales personnel include the following:</p> <p>Anna Stroble, Engagement Partner and Contracting Contact Monica Thompson, Director of Business Development Brandon Ross, Proposal Manager Alyssa Watkins, Proposal Manager Gennie Taylor, Proposal Technical Writer Josh Stickling, Proposal Support</p>

4.2. Contract Implementation Strategy & Expectations	
<p>4.2.1. Contract Expectation. What are your company’s expectations in the event of a contract award?</p>	<p>HORNE expects a successful partnership able to serve communities in need. We would expect to receive an engagement within 12 months of contract award.</p>
<p>4.2.2. 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.</p>	<p>HORNE has administered more than \$100 Billion in federal program aid. Our vision is to expand that expertise in the Midwest region. We believe a HORNE and Equalis Group partnership will expedite our strategy. Most importantly, we will be able to address the critical problems in the government sectors of these regions on an expedited timeframe given this procurement vehicle.</p> <p>HORNE retains business by serving with excellence. Our clients rehire HORNE time and again as their most trusted vendor. We daily will be mindful of problems to solve through unique solutions leveraging technology and our expertise developed over almost two decades of dedicated service.</p>
<p>4.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>The HORNE team will be incentivized to leverage the Equalis Group Master Agreement for a variety of reasons. We frequently encounter governments who need an expedited path to deploy solutions that HORNE can offer. Compensation is not necessary for our team to be incentivized to use this tool. We would be incentivized to engage under this contract vehicle when it helps communities solve their problems in an expeditious manner.</p>
<p>4.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>HORNE does not share this specific information given the risk it bears to the competitive market space. We would, however, be pleased to discuss with Equalis Group in private collaborations.</p>

5. ADMIN FEE & REPORTING	
5.1. Bidder Organizational Structure & Staffing of Relationship	
<p>5.1.1. 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 <u>Attachment A – Sample Administration Agreement</u>.</p>	<p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee <input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p>
<p>5.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Yes.</p>
<p>5.1.3. 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, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>HORNE conducts routine internal audits and is subjected to annual PEER reviews to ensure compliance with a variety of contracts held by the firm. We would provide the reports related to the Equalis Group and provide any additional reporting desired to confirm compliance.</p>

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
 Respondent certifies that this firm is an MWBE Yes No
 No
 List certifying agency: [Click or tap here to enter text.](#)

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
 Respondent certifies that this firm is a SBE or DBE Yes No
 No
 List certifying agency: [Click or tap here to enter text.](#)

- c. **Disabled Veterans Business Enterprise (DVBE)**
 Respondent certifies that this firm is an DVBE Yes No
 List certifying agency: [Click or tap here to enter text.](#)

- d. **Historically Underutilized Businesses (HUB)**
 Respondent certifies that this firm is an HUB Yes No
 List certifying agency: [Click or tap here to enter text.](#)

- e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
 Respondent certifies that this firm is an HUBZone Yes No
 List certifying agency: [Click or tap here to enter text.](#)

- f. **Other**
 Respondent certifies that this firm is a recognized diversity certificate holder Yes No
 List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

HORNE maintains licenses and certifications to perform professional services across the United States. These include individual state business registrations as well as those that are necessary for the work in those states (such as CPA licenses).

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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. 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.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and 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.

Provide statement here. HORNE does not have anything to disclose.

2. *Mandatory Disclosure of Governmental Investigations.*

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.

Provide statement here. HORNE does not have anything to disclose.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- Yes**
 No

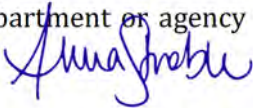
If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Not applicable.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL 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 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.**

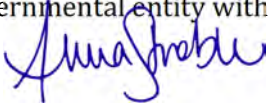
I, Anna Stroble, hereby certify and affirm that HORNE, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.



AND

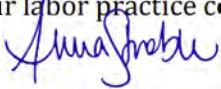
I, Anna Stroble, hereby certify and affirm that HORNE, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- 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.



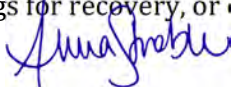
AND

I, Anna Stroble, hereby certify and affirm that HORNE, 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.



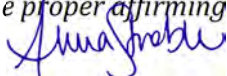
AND

I, Anna Stroble, hereby certify and affirm that HORNE 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.



AND

I, Anna Stroble, hereby affirm that this proposal accurately represents the capabilities and qualifications of HORNE, 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.*)



PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized
signature:



Printed Name:

Anna Stroble

Company Name:

HORNE

Mailing Address:

661 Sunnybrook Rd, Suite, 100, Ridgeland, MS 39157

Email Address:

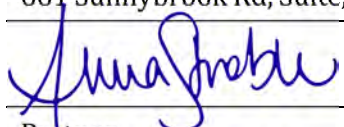
Anna.stroble@horne.com

Job Title:

Partner

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	<u>HORNE</u>
Mailing Address:	<u>661 Sunnybrook Rd, Suite, 100, Ridgeland, MS 39157</u>
Signature	<u></u>
Title of Signatory:	<u>Partner</u>

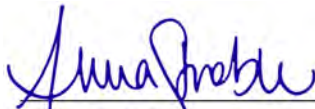
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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:



Date:

03/01/2022

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

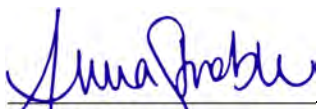
2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:



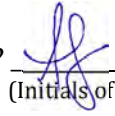
Date:

03/01/2022

PROPOSAL FORM 13: 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.

Does Bidder agree?



(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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 Bidder 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.

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 Bidder agree? 
(Initials of Authorized Representative)

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 Bidder agree? 
(Initials of Authorized Representative)

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 Bidder agree?  _____
(Initials of Authorized Representative)

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 Bidder agree?  _____
(Initials of Authorized Representative)

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 Bidder agree? 
(Initials of Authorized Representative)

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 Bidder agree? 
(Initials of Authorized Representative)

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 Bidder agree? 
(Initials of Authorized Representative)

8. *Debarment and Suspension*

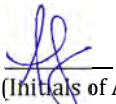
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 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 Bidder agree? 
(Initials of Authorized Representative)

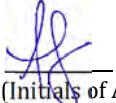
9. *Byrd Anti-Lobbying Amendment*

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 Bidder agree? 
(Initials of Authorized Representative)

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 maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 Bidder agree? 
(Initials of Authorized Representative)

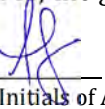
11. Profit as a Separate Element of Price

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 200.324(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 Bidder agree? 
(Initials of Authorized Representative)

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.

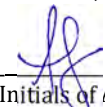
Does Bidder agree? 
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

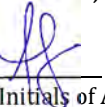
"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? 
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor 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 Bidder agree? 
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? AS
(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.

Authorized signature: 

Printed Name: Anna Stroble
Company Name: HORNE
Mailing Address: 661 Sunnybrook Rd, Suite, 100, Ridgeland, MS 39157
Job Title: Partner

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree? AS
(Initials of Authorized Representative)

Date: 03/01/2022

PROPOSAL FORM 16: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: HORNE

Street: 1215 19th Street Northwest 3rd Floor

City, State, Zip Code: Washington, DC 20036

Complete as appropriate:

I, Click or tap here to enter text. , certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

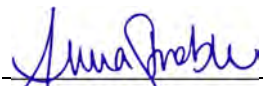
OR:

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

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

Name	Address	Interest
None		

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

Signature: 
 Date: 03/01/2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: HORNE

Street Address: 1215 19th Street Northwest 3rd Floor

City, State Zip: Washington, DC 20036

State of Mississippi

County of Madison

I, Anna Stroble of the City of Ridgeland in the County of Madison, State of Mississippi of full age, being duly sworn according to law on my oath depose and say that:

I am the Partner of the firm of HORNE the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Authorized signature:

Job Title:

Partner

Subscribed and sworn before me

this 1 day of March, 2022

Notary Public of Mississippi

My commission expires March 10, 2024



SEAL

PROPOSAL FORM 18: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: HORNE
 Street Address: 1215 19th Street Northwest 3rd Floor
 City, State, Zip Code: Washington, DC 20036

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

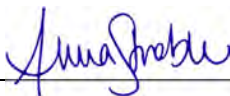
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

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

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: 
 Title of Signatory: Partner
 Date: 03/01/2022

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

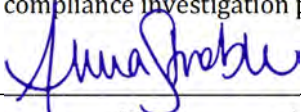
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

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

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

A handwritten signature in blue ink, appearing to read 'Anna Spade', written over a horizontal line.

Signature of Procurement Agent

PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: HORNE

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

OR

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

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this <u>1</u> day of <u>March</u> , 2022.	_____ (Affiant)
_____ (Notary Public)	_____ Anna Stroble, Partner (Print name & title of affiant)
My Commission expires: March 10, 2024	_____ (Corporate Seal)

PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

None.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Administration Agreement included in Section Three of this solicitation is for reference only.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Equalis Group Administrative Agreement** 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.

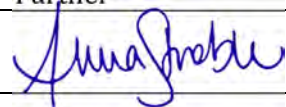
Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Administration Agreement**.
- Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and CCOG has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

Company Name	<u>HORNE</u>
Address	<u>1215 19th Street Northwest 3rd Floor</u>
City/State/Zip	<u>Washington, DC 20036</u>
Phone Number	<u>601-260-5387</u>
Email Address	<u>Anna.stroble@horne.com</u>
Printed Name	<u>Anna Stroble</u>
Job Title	<u>Partner</u>
Authorized Signature	

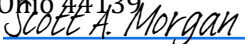
Initial Term of the Master Agreement

Contract Effective Date:	<u>May 1, 2022</u>
Contract Expiration Date:	<u>April 30, 2026</u>
Contract Number:	<u>COG-2125B</u>

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)


THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By:	 <u>Scott A. Morgan (Apr 6, 2022 08:44 EDT)</u>
Name:	<u>Scott A. Morgan</u>
As:	<u>CCOG Board President</u>
Date:	<u>Apr 6, 2022</u>

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	 <u>Eric Merkle</u>
Name:	<u>Eric Merkle</u> <u>SVP, Procurement &</u> <u>Operations</u>
As:	<u>Operations</u>
Date:	<u>Apr 6, 2022</u>

PROPOSAL FORM 24: FEMA RECOMMENDED CONTRACT PROVISIONS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA 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, Bidder 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 Bidder 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.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Bidder agree? AS
 (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Bidder agree? AS
 (Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Bidder agree? AS
 (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Bidder agree? AS
 (Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency’s contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Bidder agree? AS
 (Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Bidder agree? AS
 (Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

Does Bidder agree? AS
 (Initials of Authorized Representative)


7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Does Bidder agree? AS
 (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Bidder agree? 

(Initials of Authorized Representative)









Agreement - Horne and CCOG (Master) - 2022.05.01_Redacted

Final Audit Report

2022-04-06

Created:	2022-04-06
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2_4Bi9sgVDwWIW1gSJ0JL1UpLXMEiivD

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-  Document created by David Robbins (drobbins@equalisgroup.org)
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