

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**:

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i If to **EQUALIS**:

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

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:	United Site Services National Company	
1.1.2. Corporate Street Address:	118 Flanders Road	
1.1.3. Remittance Address:	Westborough, MA 01581-1035	
1.1.4. Main Telephone Number:	866-813-4647	
1.1.5. Website:	www.unitedsiteservices.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.	Since 1999	
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 checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure. <input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners. <input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal. <input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals. <input type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.	
	Click here to provide additional information.	
1.1.8. Federal Tax ID# or Social Security #:	831212977	
1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Christopher White
	Title:	National Account Manager - Government
	Phone:	508-475-8202
	E-Mail Address	Christopher.white@unitedsiteservices.com
1.1.10. Authorized Representative. Print or type the name of the	Contact Name:	Jeff Dunlop

<p>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>	Title:	Vice President, General Counsel
	Phone:	
	E-Mail Address	
<p>1.2. Financial Strength & Legal Considerations</p>		
<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>As the largest provider of temporary sanitation solutions across the country, USS has the experience, equipment, personnel and servicing capabilities to meet the expectations of our customers for all of their temporary site service needs. As a United Site Services customer, participating entities will have access to our vast inventory of equipment and services. We recognize every customer's needs differ and at United Site Services our professionally trained team members can assist your locations to develop an appropriate service schedule that meets your expectations.</p> <p>United Site Services, Inc. is a privately held organization and does not publicly disclose financial statements, or other customer specific proprietary information. However, we have enclosed credit rating information for reference in attachment: USS_ Company Information and Financial Strength</p> <p>For additional questions regarding our financial strength and stability, please contact: Tom Chichlowski Director of FP&A 118 Flanders Rd. Westborough, MA 01581 508-594-2590 Tom.chichlowski@unitedsiteservices.com</p>	
<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>USS, nor any of its subsidiaries or predecessors have any bankruptcy or insolvency to report.</p>	
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in</p>	<p>As a privately held corporation, United Site Services does not disclose details of ongoing or completed litigation matters, however, USS has not been suspended or debarred from doing business with any public agency.</p>	

the last three (3) years and the status of that litigation.	
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	<p>Service Provider.</p> <p>United Site Services primary source of revenue is generated by renting and providing the required services to maintain portable restrooms and associated sanitation products.</p>
1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.	While USS deals with many manufacturers for the products that we provide, we generally do not sell or distribute products as a regular course of business.
1.3.3. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	<p>United Site Services owns and operates over 120 locations nationwide. Over the years, USS has grown through the acquisition of local and regional service providers and in doing so has expanded the geographic footprint.</p> <p>USS maintains corporately owned branch locations, employees, inventory, service trucks and equipment needed to perform under the scope of this RFP. In some cases, USS may work with a third-party service provider to provide service in a geographic location where USS does not have the ability to provide service. Additionally, USS capabilities may vary somewhat from branch-to-branch, and in different regions across the country. USS may work with third parties to provide specific products or solutions based on customer requirements, locale, during a state of emergency, or when otherwise necessary to provide service that is outside the existing capabilities for the nearest USS branch location.</p>
1.3.4. 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>United Site Services has operated in the portable sanitation industry since 1999.</p> <p>The rental of products and services provided in conjunction in support of portable sanitation solutions outlined in our proposal response represent 90%+ of total company revenue over the past 3 years.</p>
1.3.5. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer	If given a contract award, United Site Services would intend to offer services under this contract to any eligible public agency within the servicing area of our branch network. United Site Services currently owns and operates branch locations in 25

<p>services under a resulting contract if awarded.</p>	<p>states nationwide. With each servicing location having a service range of up to 150 miles, this means that USS has the capability to service customers in 30 states, including a strong network of branch locations in key states such as; California, Texas, New York and Florida. As USS continues its expansion into additional states across the country, we look forward to servicing public agencies in those areas as well. In the event that an Equalis member located outside of our existing service area would like to use this contract, USS does have the capability to work with 3rd party service providers.</p>
<p>1.3.6. <i>Certifications and Licenses.</i> 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>USS is required to hold, and actively manages business licenses for local operations offices, liquid waste haulers and permits, sales and use certificates, and CA State contractors where applicable. USS is also required to manage waste discharge identification numbers, and certificate of status.</p> <p>With the expansive geographic area that USS covers and Certifications and Licenses required by each agency, providing a complete listing of those documents would be significantly large and impractical to assemble. However, we can provide specific copies that may be required upon request.</p>
<p>1.3.7. <i>Awards.</i> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</p>	<p>United Site Services (USS), was the recipient of the 2017 Service Tech of the Year and the runner-up Service Tech of the Year as awarded by Portable Sanitation Association International (PSAI); an international industry association of portable sanitation service companies. The award honors the industry's top service technicians who actively embody the highest standards of our industry.</p> <p>The PSAI Award Committee reviews nominations from around the world to identify the most appropriate recipients. The nominees are judged on an assessment of performance in general role and quality assurance, internal and external customer service, safety, concern for company equipment and cooperation and compliance with employer and industry waste-hauling guidelines.</p> <p>The USS team in Houston, TX was awarded the 2018 Heart of Zachry for its outstanding safety record at the pretreatment facility at Zachry's Freeport Liquefied Natural Gas site.</p>

	<p>The award is given by Zachry Group to vendors who meet only the highest standards at its refineries. According to Zachry, “Our internal safety program recognizes job sites with outstanding safety performance, achieved through collaborative implementation of best safety practices, and the individuals who play a leading role in supporting that performance.”</p>
1.4. Industry Qualifications	
<p>1.4.1. 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>United Site Services has within its current portfolio of awarded contracts, many direct agreements with municipalities and local government agencies. Additionally, USS holds direct contracts With 10 state governments.</p> <p>We are not currently authorized to release spend data for our contract portfolio in this RFP response. In a post award scenario, we may be better situated to share data in a collaborative manner. Below are 5 notable contracts held by USS:</p> <p>Massachusetts Higher Education Consortium City of Portland Connecticut Capitol Region Purchasing Council PA – CoStars Brevard County, FL</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>We are not currently authorized to release spend data for our customer portfolio in this RFP response. In a post award scenario, we may be better situated to share data in a collaborative manner.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>We are not currently authorized to release spend data for our customer portfolio in this RFP response. In a post award scenario, we may be better situated to share data in a collaborative manner.</p>
<p>1.4.4. Public Sector Strategic Growth Plan. Describe your company’s three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company’s total revenue generated by local governments and educational</p>	<p>USS’s strategy and sales objectives for penetration into the public sector is confidential, but contains several components and vary by agency depending on their specific needs, buying objectives and opportunity. Our core targets include state, municipal, educational, and emergency customers within our geographical coverage areas.</p> <p>For this specific agreement, USS plans to implement this 2-year plan along with our overall strategy to ensure success of our partnership.</p>

<p>institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?</p> <p>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.</p>	<p>Year 1: Upon contract award, USS Government Sales team would immediately begin a course of action to implement and grow contract usage. After initial introduction with Equalis staff and sales support resources, USS would internally assign management of this contract to an experienced public sector sales professional who would oversee implementation and lifecycle management of the agreement. USS Government Sales team currently is currently staffed with multiple personnel who have experience implementing and managing contracts post award, including cooperative contracts. In order to achieve this goal, USS would develop and deliver public sector sales training, create and distribute marketing materials, educate internal stakeholders (to include executive leadership as well as regional and local sales and operations managers), and meet directly with public agencies to deliver a value proposition founded on the use of this cooperative contract. Marketing efforts would include participation in State Level NIGP and governmental purchasing events in conjunction with local sales leaders and other relevant personnel within USS.</p> <p>Year 2: USS will create and pursue goals based on lessons learned in year one. Sales goals for year 2 would be based on actual attainment in year 1, and theoretically would be targeted at improving upon year 1 performance. A strategy centered around proactively presenting the awarded contract to existing public sector customers as an alternative to conducting their own competitive process would be developed and implemented. Continued training for sales staff, as well as inclusion for executive and regional leadership during monthly and quarterly government sales updates would also be a key part of sustaining the growth of this contract in year 2.</p> <p>Year 3 & beyond: USS would seek to refine and improve upon pricing strategy, product offering, marketing, internal training, and a variety of other aspects that would create an environment for sustained contract growth.</p>
<p>1.4.5. 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:</p> <p>a. Customer contact person and their title, telephone</p>	<p>Please see attachment "1.4.5 Customer References"</p> <p>We have listed the agency information along with some detail regarding the nature of the contract and scope of work, and or contract term.</p>

<p>number, and email address;</p> <p>b. A brief description of the products and services provided by your company;</p> <p>c. Customer relationship starting and ending dates; and,</p> <p>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p>	
<h2>2. <u>Products & Services</u></h2>	
<h3>2.1. PRODUCTS & SERVICES</h3>	
<p>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.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>United Site Services core product/service offering is comprised of a variety of portable restrooms, trailers, fencing and associated services required to deliver, install, maintain, and service said equipment while in use.</p> <p>The products and services we’ve included in the Attachment B – Cost Proposal defines the overall products and services available to Equalis Members under a resulting contract.</p>
<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>As USS has grown via the acquisition of local and regional service providers, some products and capabilities that are frequently adjacent to or are used in conjunction with portable sanitation products have been added to the available product and service offering. Not all products or services are available in all locations. Perspective customers should contact USS to inquire about pricing and availability.</p> <ul style="list-style-type: none"> • Portable Storage Container Rental • Non-Hazardous Liquid Waste Removal • Street Sweeper Rental • Ambient Pump Systems • Septic System Service • Grease Trap Service • Office Trailer Restrooms • Temporary Power Solutions • Roll Off Dumpsters • Holding Tanks

	<ul style="list-style-type: none"> • Shower Trailers • Temporary Fencing Solutions • Portable Restroom Trailers • Portable Sinks • Hand Sanitizer and Dispensing equipment
<p>2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.</p>	<p>The two primary differentiators that USS brings to the table when compared with all other service providers in the portable sanitation industry can be summed up in two categories: Footprint, and Expertise.</p> <p>With regards to "Footprint", the portable sanitation industry is primarily comprised of small, local business who have the ability to service customers in a very localized geographic area. This can present challenges because one company typically cannot service a customer with a broad geographic footprint, multiple locations, etc. With over 120 branch locations, United Site Services is 10x larger than the next largest competitor and currently has the ability to service customers in over 30 states.</p> <p>With regards to "Expertise", the aforementioned situation where local companies comprise the majority of service providers in the industry, and the fact that portable sanitation requirements are very commonly required in certain types of venues and situations, has led some national companies, primarily within the equipment rental industry to offer some portable sanitation products as an add on to their core offering. The drawback to the end user in this scenario is that sanitation and public health are far more than an additional line item offering lumped in with a variety of other products and equipment. United Site Services staff of experienced service providers are skilled in evaluating customer requirements, using available information to predictively suggest solutions before a problem exists, all while having the infrastructure to implement and support the products and solutions under one roof, with invoice, one purchase order, and one point of contact for the end user.</p>
<p>2.1.4. Manufacturing. If best identified as a manufacturer, describe your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	<p>Not applicable.</p>

<p>2.1.5. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>Our proposal is not based on a sale of equipment, but rather rental of equipment, therefore a manufacturer's warranty is not applicable. However, all equipment provided will be in good working order and properly maintained under normal use.</p>
<p>2.2. Additional Services</p>	
<p>2.2.1. Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. A turnkey solution should include all products & services required for to meet the Member's needs.</p>	<p>We draw from our extensive branch inventory of over 200,000 top quality portable toilets, and restroom/shower trailers to deliver to disaster or emergency sites in the U.S. We also have existing relationships with smaller, geographically based organizations for subcontracting partnerships for additional equipment or resources as necessary where needed. Typically, USS has the ability to deploy our products within 1-3 business days, after order. However, we have the capability to deliver urgent or emergency orders within 24 hours, or the same day depending on multiple factors including, but not limited to; product availability or access to the customer location, etc.</p>
<p>2.2.2. Installation. Is installation available to Members as a part of your proposal?</p>	<p>Yes. Deliver, Pick-up, and where applicable, installation is available.</p>
<p>2.2.3. Installation or Set-up. Is installation or set-up available to Members as a part of your proposal?</p>	<p>Yes. Deliver, Pick-up, and where applicable, installation is available</p>
<p>2.2.4. Qualifications. Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.</p>	<p>United Site Services employees are required to complete training each year on a variety of topics including but not limited to:</p> <ul style="list-style-type: none"> • Safety • Proper Use of Protective Equipment • DOT Regulations • Proper delivery, installation and service technique <p>USS has developed and implemented an online learning portal to deliver training, and where applicable test knowledge prior to receiving credit for course completion.</p>
<p>2.2.5. Training. If yes, provide a description of the training services offered. Note: Training</p>	<p>Training is generally not required for our products; however, demonstrations are available if needed.</p>

<p><i>services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i></p>	
<p>2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.</p>	<p>Yes. United Site Services does provide service to various portable sanitation solutions offered under this contract. Cost for services are outlined in Section 2.</p> <p>Under normal use, USS will provide maintenance services to our equipment to keep them in proper working order. Mis-use of equipment or vandalism will be addressed on a case-by-case basis.</p> <p>In addition, all USS Service Techs provide a quality 10 Point Service on each unit serviced. This plan is designed to ensure that our products meet our high expectations of a clean and sanitary environment each time we deliver or service our equipment.</p> <p>10 Point Service Plan</p> <ol style="list-style-type: none"> 1. Restroom to be placed in a safe, level, convenient and accessible location. 2. Pump all waste and remove debris from holding tank. 3. Spray interior walls, toilet seat, urinal, holding tank exterior, and the floor with disinfectant and clean. 4. Dry toilet seat and top of tank with clean rag 5. Refill holding Tank with water and deodorizer 6. Refill Hand Sanitizer and Hand Wash Station w/ Soap if applicable. 7. Stock restroom with 2 full rolls of TP 8. Service Tech will inspect each restroom for minor damage or repairs. 9. Technician will scan the barcode with their mobile phone in the FSL App updating USS system that service is complete. 10. Disinfect the Toilet - Apply Hydrogen Peroxide / Suprox D disinfectant / to all surfaces routinely touched by customers – toilet seats, hand sanitizer dispenser, toilet paper dispensers, and interior and exterior door handles.
<p>2.3. Value Add</p>	
<p>2.3.1. 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>As USS has grown via the acquisition of local and regional service providers, some products and capabilities that are frequently adjacent to or are used in conjunction with portable sanitation products have been added to the available product and service offering. Not all products or services are available in all locations, perspective customers should contact USS to inquire about pricing and availability.</p> <ul style="list-style-type: none"> • Portable Storage Container Rental

	<ul style="list-style-type: none"> • Non-Hazardous Liquid Waste Removal • Street Sweeper Rental • Ambient Pump Systems • Septic System Service • Grease Trap Service • Office Trailer Restrooms • Temporary Power Solutions • Roll Off Dumpsters • Holding Tanks • Shower Trailers • Temporary Fencing Solutions • Portable Restroom Trailers • Portable Sinks • Hand Sanitizer and Dispensing equipment
3. <u>Business Operations</u>	
3.1.1. Logistics	
3.1.2. <i>Distribution Capabilities.</i> Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.	United Site Services currently operates over 120 branch locations in the United States. Each branch location has the capability to service customers within a specified geographic range based on DOT limitations. SEE ATTACHMENT – "USS MAP"
3.1.3. <i>Distribution Centers.</i> Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.	United Site Services currently operates over 120 branch locations in the United States. Each branch location has the capability to service customers within a specified geographic range based on DOT limitations. SEE ATTACHMENT – "USS MAP"
3.1.4. <i>Fill Rates.</i> Provide fill rates and average delivery timeframes met by specific distribution centers.	Fill rate is not a metric that Unite Site Services currently tracks, and may not be applicable to our industry. Delivery time for available products is typically with 48 hours.
3.1.5. <i>On Time Delivery Rate.</i> Provide your average on-time delivery rate.	N/A
3.1.6. <i>Expedited Orders.</i> Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.	<p>There are multiple ways that customers may request expedited or emergency service:</p> <p>By calling 1-800-TOILETS By calling their local servicing representative</p>
3.2. Customer Service	
3.2.1. <i>Customer Service Department.</i> Describe your company's	When our customers need to engage us for customer service or account support issues, our customer care teams in our

<p>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>Westborough, MA or Boise, ID locations are fully equipped to meet their needs. When customers call our toll-free number (1-800-864-5387), they're prompted and directed to the applicable team based on their area of need. These teams provide support to quote requests, order entry, billing, payment, or equipment routing. These teams are also able to support emergency needs.</p> <p>Our call centers operate from 7am to 10pm Eastern Standard Time and currently have an abandonment rate of less than 1%.</p> <p>120 + local branch locations, staffed with customer service and operations personnel are ready to respond to customer needs on an ongoing basis.</p> <p>Customer service centers are owned by USS.</p>
<p>3.2.2. <i>Complaint Resolution.</i> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>Equalis member complaints may be resolved either directly with the local servicing branch, or may be immediately escalated to the contract manager for resolution. Also, please reference response to 3.2.1</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> 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 distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>United Site Services typically does not use distributors, agents, dealers, or resellers to provide service to customers.</p> <p>Company owned branch locations and USS employees perform services.</p> <p>In the event that a customer requires service outside of the USS servicing footprint, USS is willing to evaluate customer needs and provide a cost estimate on a case by case basis.</p> <p>United Site Services will serve at the single point of sale.</p>
<p>3.3.2. <i>Customer Set Up.</i> Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP,</p>	<p>Equalis members can simply communicate their wishes to transact business via an Equalis contract award by notifying USS in one of the following ways:</p> <p>In writing, via email.</p>

what is the process for the Member to become a customer?	On the face of a purchase order. Verbally – when speaking with our call center or when dealing with their local rep.
3.3.3. Order Process. Describe your company's proposal development and order submission process.	By calling 1-800-TOILETS By calling their local servicing representative By emailing GovTeam@unitedsiteservices.com See attachment "3.3.3 Order Process"
3.3.4. Invoice Process. Describe your company's invoicing process.	Invoices are typically mailed and billing is conducted on a 28-day cycle or the time period required by the customer. Invoices can also be accessed thru the online USS Bill Pay Portal or by contacting 1-800-TOILETS.
3.3.5. Payment. What are your standard payment terms? What methods of payment do your company accept?	Terms are Net 30. Methods of payment are: <ul style="list-style-type: none"> • Credit card • ACH Transfer • Online Bill Pay Portal
3.3.6. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	N/A. Financing is not applicable in our industry.
3.4. Sustainability, Reclamation, and Recycling Initiatives	
3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.	See attachment "3.4.1 USS Green_V2"
4. PRICING	
4.1. Cost Proposal	
4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.	Due to the nature of our business and logistical variances for every order, USS does not publish a list price. Our price methodology includes establishing a median price for similar customers, then applying a discount for Equalis members.
4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure	Pricing model can be audited by simply comparing the provided "list price", applying the discount %, and viewing the net price outlined in the Section 2 pricing agreement.

compliance with pricing in the Master Agreement.	
4.1.3. Price Change Process. Provide a description of your process for price changes.	United Site Services will maintain a consistent discount structure and methodology throughout the life cycle of this agreement. As market conditions change and evolve, the list pricing will be re-evaluated using the defined methodology, and suggested changes to the price file will be presented to CCOG and Equalis for approval.
4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	<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 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 checked="" type="checkbox"/> not applicable. Please explain below.</p> <p>While United Site Services does hold multiple contracts with local agencies that include cooperative purchasing language, we do not view those contracts as being comparable to an agreement that is intended to be used on a national basis. Additionally, USS does not have another "national" cooperative contract and intend to market the Equalis agreement as a primary contract vehicle for State & Local Government.</p>
4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	<p>Pricing contained in this proposal will be treated as "Not to exceed". Volume discounts may be available and agencies with long term or unusually large requirements are urged to engage with the USS Government Sales team to find out if additional cost savings are available.</p> <p>This proposal does not include a rebate program.</p>
4.1.6. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.	<p>Pick-up and Delivery costs are outlined as individual line items on Attachment B – Cost Proposal</p> <p>The circumstances surrounding delivery, placement, and pick-up (or retrieval) of portable sanitation equipment can vary widely, and as such, USS cost to deliver, place, install, service and/or retrieve equipment varies as well. We believe that the costs outlined on Form 2 will provide a predictable and transparent cost to agencies accessing this agreement.</p>
4.1.7. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or	Open Market or Sourced Goods shall be priced using the same methodology as our standard products. An evaluation of relevant factors including market conditions, supply chain, lead time, and location of use will be considered. Available data will be used to determine avg sell price to similarly situated

<p>you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5 – Pricing</u>.</p>	<p>customers, and the same discount structure that is used on standard products will be applied.</p>
<p>4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>Recognizing the need for transparent pricing, the pricing listed in Attachment B – Cost Proposal does represent the total cost of acquisition.</p>
<h2>5. <u>Go-To-Market Strategy</u></h2>	
<h3>5.1. Bidder Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. 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"> Executive Contact Contract Manager Sales Leader Reporting Contact Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>We are not able to provide detailed resumes for each individual listed below, however we can provide the following:</p> <p>Name/Title/Email Address</p> <ol style="list-style-type: none"> Allen Lea VP Sales-National Accounts Allen.Lea@UnitedSiteServices.com Christopher White National Account Manager – Government Christopher.White@UnitedSiteServices.com Byron Dudley Director of Government Christopher.White@UnitedSiteServices.com Rochelle Butler Government Sales Support Rochelle.Butler@UnitedSiteServices.com Christopher White National Account Manager – Government

	Christopher.White@UnitedSiteServices.com
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>The Government Sales team is currently staffed by:</p> <p>4 Sector Account Managers: these individuals each support one of the four regions within the company and serve as subject matter experts for public sector customers, contracts, government sales strategy, etc.</p> <p>1 National Account Manager – Government: National view for Government Sales Strategy, Contract Management, Cooperative Contract Strategy, Emergency Preparedness and Disaster Response.</p> <p>1 Director of Government Sales – Complete Oversight of Federal, State & Local Government Sales</p> <p>Government Sales Team resides under the VP of National Accounts.</p> <p>United Site Services field sales organization is divided up into 4 regions (North, South, East and West), with each regional having a Regional Vice President of Sales, Area Managers, Territory Account Managers, Territory Inside Sales Reps and other specialized sales and sales support roles. Headcount is 4,000+.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>In the event of a contract award, USS expects to maintain open and ongoing communication with Equalis regarding a variety of topics related to the use of cooperative contracts on a national basis. These topics may include but are not limited to legislative changes at the state level which may impact the ability for this contract to be used by the affected political subdivisions. USS expects to maintain open communications and the ability to facilitate joint marketing efforts that would produce net new customers for USS as well as new public agency members for Equalis.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will</p>	<p>Year 1: Upon contract award, USS Government Sales team would immediately begin a course of action to implement and grow contract usage. After initial introduction with Equalis staff and sales support resources, USS would internally assign management of this contract to an experienced public sector sales professional who would oversee implementation and lifecycle management of the agreement. USS Government Sales team currently is currently staffed with multiple personnel who have experience implementing and managing contracts post award, including cooperative contracts. In order to achieve this goal, USS would develop and deliver public sector sales training, create and distribute marketing materials, educate internal</p>

<p>be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>stakeholders (to include executive leadership as well as regional and local sales and operations managers), and meet directly with public agencies to deliver a value proposition founded on the use of this cooperative contract. Marketing efforts would include participation in State Level NIGP and governmental purchasing events in conjunction with local sales leaders and other relevant personnel within USS.</p> <p>Year 2: USS will create and pursue goals based on lessons learned in year one. Sales goals for year 2 would be based on actual attainment in year 1, and theoretically would be targeted at improving upon year 1 performance. A strategy centered around proactively presenting the awarded contract to existing public sector customers as an alternative to conducting their own competitive process would be developed and implemented. Continued training for sales staff, as well as inclusion for executive and regional leadership during monthly and quarterly government sales updates would also be a key part of sustaining the growth of this contract in year 2.</p> <p>Year 3 & beyond: USS would seek to refine and improve upon pricing strategy, product offering, marketing, internal training, and a variety of other aspects that would create an environment for sustained contract growth.</p>
<p>5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Sales teams receive equal compensation for revenue generated with public sector customers when compared with private sector business. Additionally, the Government Sales team within USS would work to ensure that revenue driven thru the Equalis did not create a negative impact to employees when compared with revenue captured on the open market, thru a stand alone bid, or any other contract vehicle that currently exists or may exist in the future.</p>
<p>5.2.4. Sales Objectives. What are your top line revenue objectives in each of the five (5) years if awarded this contract?</p>	<p>Year 1: \$1,000,000 Year 2: \$5,000,000 Year 3: \$7,500,000 Year 4: \$10,000,000 Year 5: \$12,000,000</p> <p>These sales goals are aspirational in nature and are not a guarantee or commitment to pay commensurate administrative fees for any amount other than actual revenue transacted by Equalis members using the awarded contract.</p>
<p>6. <u>ADMIN FEE & REPORTING</u></p>	
<p>6.1. Bidder Organizational Structure & Staffing of Relationship</p>	

<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	<p><input type="checkbox"/> <u>Agree</u> to proposed Administrative Fee</p> <p><input checked="" type="checkbox"/> <u>Negotiate</u> Administrative Fee. Provide additional information below if you opt to negotiate.</p> <hr/> <p>Proposed administrative fee structure is as follows:</p> <p>\$0 - \$5M = 2%</p> <p>\$5,000,001 - \$10M = 1.75%</p> <p>\$10,000,001 & Beyond = 1.5%</p>
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 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>USS accepts this requirement without exception.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Upon award, USS Proposes to implement regular reviews to inspect pricing for contract compliance. Additionally, where needed, USS will work to implement the awarded contract number on quotes and invoices so that Equalis members can easily and readily identify the contract they are purchasing from. With regard to reporting and administrative fees, USS will review customers usage regularly to identify the number and type of customers using the agreement, review trends, spikes, dips, or other irregularities in member spend, and work with Equalis as well as member representatives to provide the most accurate reporting possible.</p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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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

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

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.

Click or tap here to enter text.

(The rest of this page is intentionally left blank)

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. N/A

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. N/A

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: Click or tap here to enter text.

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, Jeff Dunlop, hereby certify and affirm that United Site National Services Company, 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, Jeff Dunlop, hereby certify and affirm that United Site National Services Company, 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, Jeff Dunlop, hereby certify and affirm that United Site National Services Company, 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

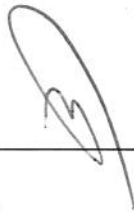
I, Jeff Dunlop, hereby certify and affirm that United Site National Services Company either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Jeff Dunlop, hereby affirm that this proposal accurately represents the capabilities and qualifications of United Site National Services Company, 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:

Jeff Dunlop

Company Name:

United Site National Services Company

Mailing Address:

118 Flanders Road, Suite 1000,
Westborough, MA 01581

Email Address:

Christopher.White@unitedsiteservices.
com

Job Title:

Vice President

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:

Jeff Dunlop

Mailing Address:

118 Flanders Road, Suite 1000,
Westborough, MA 01581

Signature

Title of Signatory:

Vice President

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:

3/2/2022

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.~~


United Site Services does not conduct fingerprinting of its employees or subcontractors.

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

Signature

:

Date:


3/2/2022

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? JD

(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? JD
(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? JD

(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? JD

(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 determination 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? JD

(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? JD
(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? JD
(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? JD
(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? JD 
(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? JD 
(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? JD 

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? JD
(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? JD
(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? JD
(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.

USS shall maintain its records in accordance with the applicable jurisdictional laws.

Does Bidder agree? JD
(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? JD
(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: Jeff Dunlop
Company Name: United Site National Services Company
Mailing Address: 118 Flanders Road, Suite 1000, Westborough, MA 01581
Job Title: Vice President

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? JD

(Initials of Authorized Representative)

Date: 3/2/2022

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: United Site National Services Company

Street: 118 Flanders Road, Suite 1000

City, State, Zip Code: Westborough, MA, 01581

Complete as appropriate:

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

OR:

~~I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% 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, Jeff Dunlop, an authorized representative of United Site National Services Company, 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
United Site Services, Inc.	<u>118 Flanders Road, Suite 1000,</u> <u>Westborough, MA 01581</u>	<u>100%</u>
USS Ultimate Holdings, Inc.	<u>118 Flanders Road, Suite 1000,</u> <u>Westborough, MA 01581</u>	<u>100% of United Site Services, Inc.</u>

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

Signature

:

Date: 3/2/2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: United Site National Services Company

Street Address: 118 Flanders Road, Suite 1000

City, State Zip: Westborough, MA 01581

State of Massachusetts

County of Worcester

I, Jeff Dunlop of the city of Westborough in the County of Worcester, State of Massachusetts, of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President of the firm of United Site National Services Company, 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:

Vice President

Subscribed and sworn before me

this 2nd day of March, 2022

Notary Public of Massachusetts

My commission expires September 22, 2028

SEAL



SEAN M. MCDOWELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 22, 2028

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

Company Name: United Site National Services Company
Street Address: 118 Flanders Road, Suite 1000,
Westborough, MA 01581
City, State, Zip Code: Click or tap here to enter text.

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 - The subsidiary companies USS will work under for this contract in the state of New Jersey are Johnny on the Spot, LLC and Russell Reid Waste Hauling and Disposal Service Co., Inc. DBA Mr. John, and thus the Certificate of Employee Information Reports reflects those company names/registrations.
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:

Date:


Vice President

3/2/2022

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).

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/lfn_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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

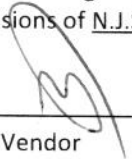
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	United Site National Services Copmany		
Address:	118 Flanders Road, Suite 1000		
City:	Westbotough	State: MA	Zip: 01581

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Jeff Dunlop	Vice President
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page | 42

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:

☒ 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


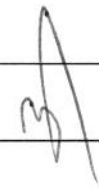
☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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.

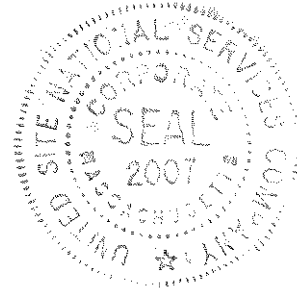
Stockholders:

Name: United Site Services, Inc.	Name: Stockholder Name
Home Address: <u>118 Flanders Road, Suite 1000,</u> <u>Westborough, MA 01581</u>	Home Address: Home Address
Home Address	
Name: USS Ultimate Holdings, Inc. owns 100% of United Site Services, Inc.	Name: Stockholder Name
Home Address: <u>118 Flanders Road, Suite 1000,</u> <u>Westborough, MA 01581</u>	Home Address: Home Address
Home Address	
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
<div>Subscribed and sworn before me this 2nd day of March, 2022.</div> <div> (Notary Public)</div> <div>SEAN M. MCDOWELL Notary Public Commonwealth of Massachusetts My Commission Expires September 22, 2028</div> <div> (Affiant)</div> <div>Jeff Dunlop – Vice President (Print name & title of affiant)</div>	



My Commission expires: September 22, 2028

(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:

Document RFP # COD-2126 Section Three, Page 5, Section 2.7 Indemnification: **Accepted by DJR, 2022.04.07**
After, "arising out of or resulting from" insert "the proportional extent of the negligence and".

~~Document Attachment A – Equalis Group Sample Administration Agreement:~~

~~Page 2, Section 2.4 Publicity & Joint Marketing, Subsection (b):~~

~~At the beginning of the paragraph, insert "Only with the prior, written consent of the other Party:"~~

~~Page 3, Section 3.3 Audit of Winning Supplier:~~

~~At the beginning of the paragraph, insert "Winning Supplier shall allow Equalis to audit Winning Supplier's records under the terms of a NDA to be viewed at Winning Supplier's corporate office as may be required with thirty (30) days' prior written notice at Equalis' expense."~~

~~Appendix B: Roles & Responsibilities~~

~~Page 9~~

~~Sections 1.1, 1.2, & 1.3~~

~~At the beginning of each of the respective section paragraphs, insert "Only with the prior, written consent of the other Party / Winning Supplier:"~~

~~Pages 9-10, Sections 2.1 & 2.2:~~

~~After each instance of the word "will", insert "endeavor to".~~

~~Page 10~~

~~Section 2.3 Sales Commitment:~~

~~At the beginning of the paragraph, insert "Only with the prior, written consent of the Winning Supplier:"~~

~~Section 2.4 Marketing Commitment:~~

~~After "As mutually agreeable" insert "with the prior, written consent of each Party:"~~

(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, with the proposed modifications/exceptions/deviations by United Site National Services Company, 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 Respondent 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 United Site National Services Company
Address 118 Flanders Road, Suite 1000
City/State/Zip Westborough, MA 01581
Phone Number 508-475-8202
Email Address Christopher.White@unitedsiteservices.com
Printed Name Jeff Dunlop
Job Title Vice President
Authorized Signature 

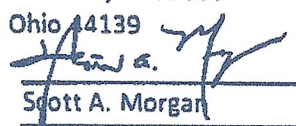
Initial Term of the Master Agreement

Contract Effective Date: May 1, 2022
Contract Expiration Date: April 30, 2026
Contract Number: COG-2126C

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


THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By: 
Name: Scott A. Morgan
As: CCOG Board President
Date: 4/7/22

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: 4/7/22