



REQUEST FOR PROPOSALS:

**AUTO & FLEET PARTS, EQUIPMENT, SUPPLIES, INVENTORY
PROGRAMS & RELATED SERVICES**

RFP #:

COG-2129

ISSUED BY:

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

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

DATED:

January 28, 2022

SECTION TWO:

**Proposal Submission Documents, Technical Proposal, Cost Proposal and
Other Required Forms**

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☐ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☐ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☐ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☐ **Proposal Form 4: Certifications and Licenses**
- ☐ **Proposal Form 5: Unresolved Findings for Recovery**
- ☐ **Proposal Form 6: Mandatory Disclosures**
- ☐ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☐ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☐ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☐ **Proposal Form 10: Debarment Notice**
- ☐ **Proposal Form 11: Lobbying Certification**
- ☐ **Proposal Form 12: Contractor Certification Requirements**
- ☐ **Proposal Form 13: Boycott Certification**
- ☐ **Proposal Form 14 Federal Funds Certification Forms**
- ☐ **Proposal Form 15: Arizona Contractor Requirements**
- ☐ **Proposal Form 16: Ownership Disclosure Form**
- ☐ **Proposal Form 17: Non-Collusion Affidavit**
- ☐ **Proposal Form 18: Affirmative Action Affidavit**
- ☐ **Proposal Form 19: C. 271 Political Contribution Disclosure Form**
- ☐ **Proposal Form 20: Stockholder Disclosure Certification**
- ☐ **Proposal Form 21: General Terms and Conditions Acceptance Form**
- ☐ **Proposal Form 22: Equalis Group Administration Agreement Declaration**
- ☐ **Proposal Form 23: Master Agreement Signature Form**

PROPOSAL FORM 1: TECHNICAL PROPOSAL

| 1. <u>OVERVIEW & QUALIFICATIONS</u> | | |
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| 1.1. Company Information | | |
| 1.1.1. Company Name: | Imperial Supplies Holdings Inc (d/b/a Imperial Supplies LLC) | |
| 1.1.2. Corporate Street Address: | 300 N Madison Street, Green Bay, WI 54301 | |
| 1.1.3. Remittance Address: | PO Box 5362, Janesville, WI 53547-5362 | |
| 1.1.4. Main Telephone Number: | (800) 558-2808 | |
| 1.1.5. Website: | www.imperialsupplies.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. | Incorporated on January 9, 1959. Imperial operated as Imperial Inc. from inception until 2003. In 2003 the company began operating as Imperial Supplies LLC and has operated as Imperial Supplies LLC since. | |
| 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. | |
| | Delaware | |
| 1.1.8. Federal Tax ID# or Social Security #: | Bidder Tax ID# 26-1180785 | |
| 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: | Jason Bergstrom |
| | Title: | Director, New Business Development |
| | Phone: | (920) 490-6725 |
| | E-Mail Address: | jbergstrom@imperialsupplies.com |
| 1.1.10. Authorized Representative. Print or type the name of the Bidder | Contact Name: | Ryan Vanevenhoven |

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| 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). | Title: | Executive Vice President |
| | Phone: | (800) 558-2808 |
| | E-Mail Address: | Ryan.vanevenhoven@imperialsupplies.com |
| 1.2. Financial Strength & Legal Considerations | | |
| 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. | Documentation is attached. Please note W.W. Grainger Inc is Imperial's parent company. Grainger is a publicly traded company, and Imperial's financials are reported with Grainger's in the attached documentation. | |
| 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. | Not applicable | |
| 1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation. | Not applicable | |
| 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? | Distributor - Imperial Supplies is the leading small maintenance Fleet MRO Distributor in the U.S. With a unique business model, Imperial has continued its double-digit growth from 1958 to present ('94 to present we've had a 14.5% CAGR). Imperial Supplies has the deepest product offering in the industry with 1.7M products across over 18 distribution centers. This has produced more national accounts than our competitors combined. | |

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| | <p>Important:</p> <p>As you review our response, it is important to keep in mind the difference between <i>General MRO</i> products and <u>Fleet MRO products</u>. With the Imperial program, Equalis members will gain the most aggressive pricing program and value adds that are custom tailored to Fleet Maintenance needs. This is typically a below radar spend and our program brings control and visibility to this space; specifically, in in three main product groups – those items that go “on the vehicle”, those items that go “on the technician”, and those items that go “on the shop/garage.” Our Fleet Focus is unmatched in the market and has evolved over 60 years of experience.</p> |
| <p>1.3.2. <i>Manufacturer Authorization.</i> 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.</p> | <p>Imperial Supplies does not hold written agreements of this kind with its vendors today. However, over the next 3-5 years we have an action plan to complete this task.</p> <p>Our relationship/tenure with our suppliers averages over 18 years and our Director of Purchasing Eric Heezen is available to speak to our authorizations as a distributor.</p> <p>In our 60+ years of experience we have never had a supplier impact a customer need for a product provided by Imperial.</p> |
| <p>1.3.3. <i>Network Relationship.</i> 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> | <p>Not applicable</p> |
| <p>1.3.4. <i>Industry Experience.</i> 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> | <p>Imperial was established in 1958. All of our value added services and products are available to Equalis (attachment “Imperial Product Programs and Value Add.pdf”).</p> <p>2019: \$234.1M 2020: \$242.6M 2021: \$311.0M 2022: pacing \$356.5M</p> |
| <p>1.3.5. <i>Geographic Reach.</i> Describe your company’s service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p> | <p>Imperial ships to all 50 states. Added freight charges may apply for Hawaii and Alaska.</p> |

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| <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>As a distributor, Imperial is not bound to common licenses and certifications. Additionally, we do not work with any subcontractors; however, we hold the same high standards and practices as our parent company WW Grainger when it comes to the process and controls to maintain a best-in-class distribution network.</p> <p>Specific to our DCs-</p> <p>Depending on the state, Imperial has local Fire Marshals act as a state auditor. Seismic performs audits at Imperial's Reno NV DC. As a subsidiary of Grainger, Risk Logic also assists in OSHA and Hazmat audits annually.</p> <p>As for the products we carry, we only work with the best manufactures that maintain or exceed industry standards in specifications, quality, and safety. The Fastener Act is a good example of this-</p> <p>The Fastener Quality Act has three primary requirements that affect both fastener manufacturers and distributors:</p> <ol style="list-style-type: none"> 1. Product Certification: All products must be certified by an accredited laboratory to meet all chemical, dimensional, mechanical, and physical requirements set by SAE and IFI. These certifications must also include lot numbers and must be made available upon customer request 2. Lot Traceability: 100% lot traceability must be maintained through every stage of the manufacturing process - from raw material through the heat-treating and plating processes. The lot numbers must be clearly marked on each box. 3. Head Markings: Every manufacturer and private label distributor is required to register their unique headmarking logo. |
| <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)</p> | <p>2006, 2007, 2008, 2009– Outstanding Performance Award – FedEx Freight</p> <p>2008 Outstanding Performance Award – FedEx National LTL</p> |

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| <p>the award was issued to your company.</p> | <p>2008 Bronze Sponsor of 2008 Petro Lube & Product Show - Travel Centers of America</p> <p>2009 Outstanding Performance Award - FedEx National LTL</p> <p>2009 Gold Supplier – FedEx</p> <p>2009 Supporting Vendor – Travel Centers of America</p> <p>2010 Global Vehicles Supplier Award - Platinum Supplier - FedEx</p> <p>2011 Allied Sponsor – IMTA</p> <p>2012 Platinum Supplier – FedEx</p> <p>2015 Vendor Appreciation Award – Diamond Sponsor – Dickinson Fleet Services</p> <p>2015 Platinum Supplier – FedEx</p> <p>FedEx is a World Class Organization and they only recognize 125 of their 50,000 Global Suppliers. Of the 125 suppliers going through the Scorecard review process, we were the “only” Platinum Supplier in 2015.</p> |
| <p>1.4. Industry Qualifications</p> | |
| <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>In May of 2021, Imperial was awarded the Sourcwell contract for “Aftermarket Automotive Parts and Shop Supplies” contract that runs through May of 2025. Imperial is in the early stages of ramping up this program and to date has added over 26 customers to this contract. We are trending to \$235,000 in revenue for year one of this contract and have a \$2M/yr goal within the first three years.</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</p> | <p>Educational markets are a key focus in Imperial’s government targets. Over our total government revenue today, 31% is within educational markets; specifically, within the K-12 transit and busing fleet maintenance groups. Revenue within this sector is \$425,000; however, on the</p> |

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| schools & school districts and high education)? | commercial side of our business we hold tenured relationships with industry-leading customers where Imperial has \$6.8MM in revenue. These companies hold local contracts direct with state and local entities. |
| 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)? | Imperial Supplies re-entered the Government market space as a key growth market initiative in Jan 2020. We set a focus on fleet market opportunities at a state and local level after a 10 year absence. The reason for this absence was a strategic decision of WW Grainger who acquired Imperial Supplies in 2010. Since re-entering the market, Imperial has driven \$3.3MM in revenue over a 27 month period. This is about 1% of sales today. |
| <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 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>Imperial Supplies is laser focused on growing market share in the government space. In Jan of 2020 Jason Bergstrom was promoted as leader in the government market for all Imperial Sales teams. Under his guidance Imperial has set goals to be running at a \$5MM annual sales rate by 2025.</p> <p>Imperial will achieve this goal through leveraging key partnerships in the Government space. Those targets are with Equalis, Sourcewell and NASPO. Under these partnerships and with Jason's leadership, the Imperial Regionals Sales Manager teams have quotas with 20% funnel requirements in government markets. Jason along with sales management supports training, lead generation and face to face on site sales calls to meet or exceed these revenue/funnel targets.</p> <p>Sellers are fed leads monthly which are tracked and reported. Where needed we engage with our partners to further vet our strategies as a partnership.</p> <p>Over the last three years Imperial Government revenue is over \$3.3M and this is 1% of total sales. We have strategic plans to triple that number over the next 36 months.</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>Bob Melton – Service Manager – City of Saint Francis – (414) 316-4332</p> <ul style="list-style-type: none"> 5+ year relationship for all core shop supplies. <p>Jason Howell – Parts Manager – Dorchester School District – (843) 209-1879</p> <ul style="list-style-type: none"> 5+ year relationship for all core shop supplies. <p>Jonathon Gordon – Maintenance Mgr – Washington Dulles International Airport – (703) 572-2871</p> |

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| <p>a. Customer contact person and their title, telephone 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> | <ul style="list-style-type: none"> • 15 year partnership supplying all core shop supplies. <p>Mike Estep – Maintenance Mgr – Kanawha County Schools – (304) 348-6129</p> <ul style="list-style-type: none"> • Over 3 year partnership <p>Jeff Lloyd – Maintenance Mgr – City of Gastonia – (704) 866-6788</p> <ul style="list-style-type: none"> • Over 3 year partnership <p>Additional references available on request. In each case Imperial provides all Fleet MRO needs across our 36 product categories</p> |
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2. Products & Services

2.1. PRODUCTS & SERVICES

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| <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>Imperial has numerous product categories for all the products that go “on the vehicle” – “on the technician” – “in the garage/shop”. Some of our top categories include fasteners, hardware, electrical, abrasives, hydraulics, chemicals, paint, janitorial, safety, lighting, material handling, storage equipment, vehicle/trailer parts, hose & hose ends, hand/power tools, wheel/tire parts, and assortments.</p> <p>Although these products are available from many common competitors, it is the way our program handles the acquisition and management of these products that set Imperial apart as best in class.</p> <p>Imperial Supplies' growth with long term customer partnerships is squarely rooted in our ability to deliver continuous increments of savings to our customer's bottom lines.</p> <p>Imperial is a product distribution company. We rather think of ourselves as a Technology, Information, and Control company, that happens to sell MRO products.</p> |
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| | <p>Imperial Supplies searches for incremental savings in the products our customers use and the process they use to procure them.</p> <p>Imperial Supplies believes that its a "Supplier Responsibility" to actively search for opportunities to deliver tangible savings to their customer whenever and wherever they can.</p> <p>Imperial's Supplies' differentiation strategy is to become a relevant supplier by delivering ongoing continuous increments of savings.</p> <p>We deliver this strategy through Products and value-added services. With over 1.7 million products in our offering we have a solution for every MRO Fleet need for the Truck/Car/Bus, Technician and Shop/Garage. While the offering is very large across our 29 product categories, we have a core focus around almost 200,000 SKUs that are most common for our Fleet MRO customers. These specific product categories are outlined in Attachment B and you will see our deepest discounts applied in our most popular categories.</p> <p>Last we have a pricing strategy on continued discounting in each customer specific needs. We understand those needs can be unique customer to customer and will adjust where warranted.</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>Imperial has vendor relationships with thousands of suppliers. Those products not in Imperial inventory are available to our customer through "sourcing events." This is a value-added service we provide so that Imperial remains top of mind with our customers as a total product solutions provider. Imperial conducts roughly 1500 sourcing events annually for our customer base.</p> |
| <p>2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.</p> | <p>Imperial Supplies is the only distributor in the Fleet MRO market that offers a program of control and visibility in a below radar Fleet MRO spend by using a CMI (customer managed inventory) program that leverages technology and data. Our competitors have General MRO programs with VMI (vendor managed inventory) where outside vendor controls cost and inventory of a government entity. The CMI model drives cost down. The VMI model drives cost up.</p> |

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| <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>As a distributor, Imperial offers industry-standard warranty for our customers:</p> <p>LIMITED WARRANTY. Imperial warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase, unless otherwise stated. Provided that Imperial accepts the product for return during the limited warranty period, Imperial may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by buyer. Imperial's repair, replacement, or refund of amounts paid by buyer for the product, shall be buyer's sole and exclusive remedy.</p> <p>WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY TO ALL BUYERS. Except as set forth herein and where applicable, no warranty or affirmation of fact or description, express or implied, is made or authorized by Imperial. Imperial disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Imperial also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Any liability for consequential, incidental, special, exemplary, or punitive damages is expressly disclaimed to the extent permissible. Imperial's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.</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</p> | <p>Please see the attachment "Imperial Supplies Introduction – Business Model – Equalis" slide 30 for a complete list of valued-added programs. The top programs as turnkey solutions are:</p> |

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| support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance. | <ul style="list-style-type: none"> • On site Field Service to relabel, reorganize, clean, and convert a shop to the Imperial Program. • Mobile App ordering and program control. • Inventory Balance for dead inventory allowance. • System Platform Integrations • Order Budgets and Order Approvals • Customer Kitting • SKU Rationalization • Dedicated Account Advisor |
| 2.2.2. Installation or Set-up. Is installation or set-up available to Members as a part of your proposal? | Yes - 56 team member Field Service agents located across the US. These stakeholders install the Imperial program at the shop level. They relabel, reorganize, and clean the shop supply inventory bins. They also will pull dead inventory for allowance when applicable. A typical Field Service visit to set up a customer is 16 hours long, future maintenance visits are 2-4 hours long. This is a value-added service at no charge. |
| 2.2.3. Installers. If you responded Yes to the previous question, is the installation service performed by a company owned installation team or one of your dealers or resellers? | Our Field Service Agents are full time employees of Imperial Supplies. |
| 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. | Each Field Service agent is put through a 6-week training program in the field with managers for onsite training followed by tests at the end of training to confirm or “coach up” to Imperial’s high standards. |
| 2.2.5. Training. If yes, provide a description of the training services offered. <i>Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i> | Training given to end users (customers) of the Imperial Program by Field Service agents is limited to Mobile and Web ordering. Our Field Service Agents are not sellers so we specifically limit any customer training to only ordering tools. This training can also be done by the Dedicated Account Advisor remotely as well. |
| 2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal. | All our 40,000+ ship to locations get follow up maintenance visits by our Field Service Agents every 2-3 years or on demand depending on which need comes first. |
| 2.3. Value Add | |
| 2.3.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will | All of Imperial’s products and value-added services are included in our offer to Equalis. We’ve placed our most aggressive pricing discounts in the most popular categories. |

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| enhance and add value to this contract's participating agencies. | |
| 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. | <p>With over 60 years of industry experience Imperial has perfected package quantities to meet the needs of our customers. Imperial offers two or more package quantity sizes for many products resulting in lower bulk pricing or higher quantity packages. Imperial's program is designed to reduce order frequency thereby reducing the number of transactions our customers process.</p> <p>We then utilize our over 20 Distribution Centers to pick, pack, and ship with best-in-class service. We average a 2-day lead time across 86% of our 40,000+ ship to locations across the US</p> <p>Our carrier assignment process is pre-routed within our customer location file and remains consistent based on customer feedback, delivery time and economics of each destination against the regional distribution center shipping the order.</p> <ul style="list-style-type: none"> • Imperial has best in class 98%+ order fill rate. During the pandemic months of 2020 and 2021 we maintained a fill rate of 94.5%. • Imperial provides same-day nationwide shipping for orders placed before 3:00PM CST. Orders placed after 3:00PM CST ship within 24 hours. • Emergency, Expedited, and Air Shipment options are available upon request and may carry additional charges above our \$100 freight program. • Imperial's unmatched error-free shipping policy eliminates excess inventory at your shops. |
| 3.1.3. <i>Distribution Centers.</i> Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable. | <p>Maps of our Distribution Network are in attachment "Imperial Supplies Introduction – Business Model – Equalis" on slides 19 and 20.</p> <p>In total we have 21 Distributions Centers at the time of this bid.</p> |

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| 3.1.4. Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member. | Not Applicable. |
| 3.1.5. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers. | Imperial Supplies advertises a +98% fill rate. During the pandemic Imperial maintained a +94% fill rate to its customers. |
| 3.1.6. On Time Delivery Rate. Provide your average on-time delivery rate. | 86% of our 40,000+ ship to locations have a 2 day lead time. |
| 3.1.7. Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level. | Emergency shipping (overnight or air freight) are available on a case-by-case basis and those shipping charges are not included in our standard freight policy. Imperial logistic teams will make every effort to get emergency needs fulfilled as quickly as possible. This is a feature of our emergency preparedness programs. |
| 3.2. Customer Service | |
| 3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors. | Imperial Supplies employs a team of 17 customer service agents in addition to a Dedicated Account Advisor. This CS team helps with product lead times, project calls, DAA PTO coverage, and order entry. This team is critical to address customer needs that support our Dedicated Account Advisors. This teams consist of full time employees of Imperial. |
| 3.2.2. Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled. | Imperial Supplies uses a CRM that records, tracks, and resolve VOCs (voice of consumer). These complaints are assigned a specific code and it's the Dedicated Account Advisors role to resolve these complaints to the customer's satisfaction. Our VOC rate is 0.02% of all units sold. |
| 3.3. Customer Set Up; Order & Invoice Processing; Payment | |
| 3.3.1. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your | The Equalis award for this bid will only be utilized for the service of Equalis members to reduce Fleet MRO costs, increase visibility and control, create order efficiency, reduce total POs, and reduce on hand inventory. This will all be done in a direct relationship as Imperial does not have a dealer network. |

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| <p>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>3.3.2. Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</p> | <p>Imperial's process to set up a customer is very simple:</p> <ul style="list-style-type: none"> • We assign a Dedicated Account Advisor. • We add the member to our Parent within our CRM to ensure all our program offers and pricing are supplied and compliant (these first two bullets happen in one business day). • We begin in a conversation to control costs and engage all resources at our disposal to service these needs successfully in an ongoing partnership. |
| <p>3.3.3. Order Process. Describe your company's proposal development and order submission process.</p> | <p>Orders can be sent via several formats and all orders received by 3pm CST get processed same day:</p> <ul style="list-style-type: none"> • Mobile app • Website • Phone • Fax • Integrated Platform or EDI |
| <p>3.3.4. Invoice Process. Describe your company's invoicing process.</p> | <p>Imperial Supplies can centralize customer billing through its corporate office and provide monthly reports detailing monthly spend per location. Imperial's Summary Billing Program offers the following features:</p> <ul style="list-style-type: none"> • Single Monthly Invoices: Invoicing for all monthly orders and shipments are conveniently consolidated onto one month-end invoice. You will receive one invoice per month; twelve per year. • Authorization: Only those employees authorized by your organization are given a unique purchase order number which acts as a permanent blanket order for all subsequent ordering. • Information Rich: Reports provided by Imperial at month end provide you all audit trail records necessary |

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| | <p>to randomly verify the integrity of the program. Your need to match invoices, purchase orders, and receiving records for each shipped order is eliminated.</p> <p>The following statements and reports are an option where warranted on the last day of each month and provided to customer:</p> <ul style="list-style-type: none"> • Monthly Invoices: All your purchases, approved billing credits, and program billing credits (i.e., steel equipment, inventory balance), freight, and applicable sales tax will be consolidated on this statement to reflect total amount due by shop within each district. At the bottom of this statement, your total "amount due" will be shown, which you will make remittance on. • Monthly Statement: Reflects all orders within the month. The report shows, by shop within each district, your purchase order number, date of shipment, and total order price. • Billing Detail Statement: Reflects itemized billing. The report identifies, by shop within each district, product purchases, sales tax, and purchase discounts/credits. • Detail Purchase Report: Reflects detail of specific product dollars purchased by shop within each district. • Electronic Data Interchange (EDI) Electronic Data Interchange provides your company with the ability to exchange business documents with Imperial electronically. EDI is standardized computer-to-computer communication. It's getting your information to the right person as quickly as possible. • Electronic Funds Transfer (EFT) Electronic Funds Transfer is an alternative method of invoice payment between Imperial and our customers. On the 10th of each month, Imperial will instruct its bank to process a transfer of funds from your bank for the previous month's invoices net of credit memos. You will receive a monthly statement from Imperial on the first of the month identifying invoiced total by order within your shop location as audit support of the transferred amount. |
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| <p>3.3.5. <i>Payment.</i> What are your standard payment terms? What methods of payment do your company accept?</p> | <p>½% 10 days, net 30 days from date on invoice. Imperial accepts checks, money orders, Visa, MasterCard, and American Express. Imperial will submit an invoice upon shipment of products. All payments must be made in U.S. dollars. Imperial has the right of set-off and deduction for any sums owed by the buyer to Imperial. If the buyer fails to make payment within thirty (30) days of shipment or invoice date, or fails to supply adequate assurance of full performance to Imperial within a reasonable time after requested by Imperial (such time as specified in Imperial's request), Imperial may defer shipments until such payment or compliance is made, require payment in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. If the buyer fails to comply with these payment terms, Imperial may, at its sole discretion, and without notice, immediately terminate a relationship with the buyer. Upon such termination all amounts owed by the buyer to Imperial shall become immediately due and payable.</p> |
| <p>3.3.6. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p> | <p>Not applicable</p> |
| <p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p> | |
| <p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p> | <p>Although Imperial supports sustainability practices, we do not currently have an active sustainability plan in place.</p> |
| <p>4. <u>PRICING</u></p> | |
| <p>4.1. Cost Proposal</p> | |
| <p>4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p> | <p>Imperial Supplies maintains best in class pricing strategies to support the lowest cost opportunities for our government customers. We build out our pricing strategies by market and customize after shop reviews and pricing invoice analysis so that each customer has a program offer that best reflects their needs. This is done with contract reference price discounts in key categories across our 1.7M product offering in over 20 distributions centers. We do</p> |

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| | not believe in hidden fees so all of our value-added programs are included in our offer price. This price is then reflected as a Contract Reference Price and will we use that price to base other discounts in our offer. |
| 4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement. | Imperial Supplies reviews our contracted reference price (CRP) three times a year. These months are January, May and September when market adjustments are made, we then adjust in our CRM to insure the contracted discount is accurately reflected for Equalis. As for reporting – all purchases will be kept in a customer hierarchy within our CRM so that visibility is maintained on every purchase. This insures we accurately and timely pull monthly purchases for tracking. |
| 4.1.3. Price Change Process. Provide a description of your process for price changes. | Imperial Supplies offers a partnership model. All pricing adjustments will be sent with a 30 day notice, supportive information on drivers to an adjustment will be provided, dedicated discussions will be held in advance of any dates of an adjustment so that a full understanding is reached by both parties. |
| 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 checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> |
| | Click or tap here to enter text. |
| 4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal. | Imperial has many value added programs available to all Equalis members; however, the #1 area for added saving is our Inventory Balance program. Under this program, Imperial assists in identifying “dead” stock within a customer's inventory, add a value to that product and then install an allowance for discount on future invoices. At the time of program installation, this is a topic of discussion when or if applicable. |
| 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 | Standard freight is paid by Imperial on all orders over \$100, unless otherwise stated, to Buyer's single place of business anywhere in the contiguous United States, using carrier of Imperial's choice. Other terms and conditions may apply for other than standard ground delivery ("Other Freight |

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| with freight, shipping, and delivery are calculated. | Services"), including without limitation, expedited same day delivery, air freight, freight collect, sourced orders, export orders, hazardous materials, Buyer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by Buyer. Fuel surcharges and other surcharges may be applied. Title and risk of loss pass to Buyer upon tender of shipment to the carrier. |
| <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 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> | When Imperial Supplies is in a sourcing event, we offer our customer a price via a quote. This quote is good for 30 days and includes shipping charges to that customer. At the end of 30 days, we either cancel that quote or go through the process again if the customer is still interested. |
| <p>4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <i>NOT</i> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p> | Not Applicable |
| 5. <u>GO-TO-MARKET STRATEGY</u> | |
| 5.1. Bidder Organizational Structure & Staffing of Relationship | |
| <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"> 1. Executive Contact 2. Contract Manager | <p>As a company policy, Imperial Supplies does not share personal information of its employees. Below is a list of contacts.</p> <ol style="list-style-type: none"> 1) Exec = Ryan Vanevenhoven, VP of Sales 2) Contract = Megan Borth, Dir of Contracts 3) Sales = Jason Bergstrom, Dir of New Business |

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| <p>3. Sales Leader</p> <p>4. Reporting Contact</p> <p>5. Marketing Contact.</p> <p>Indicate who the primary contact will be if it is not the Sales Leader</p> | <p>4) Report = Brandon Vahey Sr Accountant</p> <p>5) Marketing = Sara Oetinger, Sr Manager Customer Marketing</p> |
| <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>Imperial Supplies employs 228 sellers to service our customers (660+ employees total). All of our employees are FTE and direct with Imperial Supplies.</p> <p>188 are Dedicated Account Advisors (DAA) that service each shop location over the phone. This greatly reduces OE which Imperial passes on to the customer. Additionally, our DAAs can contact more customers in a day vs a route model. This means we have 10x the customer contact. Every account with Imperial has a DAA assigned. 75% of this work force is in Green Bay, WI with the remaining working remote across the country.</p> <p>22 are Regional Sales Managers (RSM). This is our New Business segment and RSMs perform over 220 customer shop reviews with analysis reports to document savings before program roll out. Together the RSM and DAA partner with the Corporate decision maker to install our core program in the field. RSMs will service the account for 2 years at which point they fall off the account and a National Account Manager then manages the partnership. The DAA remains constant through this transition. All of these employees are located remote across the country, central to their territory.</p> <p>18 are National Account Managers. This group manages the long term partnership. They are charged with providing continued value with standardization across 40+ product groups, leverage private label brands, continued inventory compression and SKU reduction. Half of this sales force in in Green Bay, WI and the remaining are remote across the US.</p> <p>56 are Field Service agents. These stakeholders install the Imperial program at the shop level. They relabel, reorganize, and clean the shop supply inventory bins. They also will pull dead inventory for allowance when applicable. A typical Field Service visit to set up a customer is 16 hours long; future maintenance visits are 2-4 hours long. This is a value-added service at no charge.</p> |

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| | Supporting our 228 sellers (and customers) are 17 Customer Service Representative, 4 Sales Operation Support, 5 Product Technicians, and 7 Product Managers. All of these employees are in Green Bay, WI. |
| 5.2. Contract Implementation Strategy & Expectations | |
| 5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award? | The parties will execute a mutual written agreement, so terms are clearly defined. |
| 5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed. | <p>Imperial Supplies is laser focused on growing market share in the government space. In Jan of 2020 Jason Bergstrom was promoted as leader in the government market for all Imperial Sales teams.</p> <p>Under his guidance Imperial has set goals to be running at a \$5MM annual sales rate by 2025. Imperial will achieve this goal through leveraging key Coop/GPO partnerships in the Government space. Those Coop/GPO targets are with Equalis, Sourcewell and NASPO (Note: Imperial does not feel Omnia is a good fit as a GPO partner and they are out of scope for our government focus). We believe we can maximize opportunities using these broadline contract partnerships while minimizing resource challenges tied to multiple direct bids.</p> <p>Under these partnerships and with Jason's leadership the Imperial Regionals Sales Manager teams have quotas with 20% funnel requirements in government markets. This means our expectation is that we have 70-80 new customer accounts annually added to our government market base.</p> <p>Jason Bergstrom along with sales management supports ongoing training, success stories, lead generation and face to face on site sales calls to meet or exceed these revenue/funnel targets.</p> <p>We will also target trade show events tied to our core partners to drive further visibility and engagement.</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? | Each of our sellers have compensation packages that align with government market revenue targets for Imperial Supplies (as a total organization). These goals are set, tracked and measured during one-on-one meetings on a monthly basis. |

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| <p>5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p> | <p>Total “new business” revenue goals Year 1 = \$250,000 Year 2 = \$500,000 Year 3 = \$750,000 Year 4 = \$1,000,000 Year 5 = \$1,250,000</p> |
| <p>6. ADMIN FEE & REPORTING</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 checked="" type="checkbox"/> <u>Agree</u> to proposed Administrative Fee <input type="checkbox"/> <u>Negotiate</u> Administrative Fee. Provide additional information below if you opt to negotiate.</p> <p>Imperial Supplies agrees to the 2% fee and will pay this amount quarterly (4 times a calendar year). Additional terms surrounding Admin Fee will be discussed with Equalis if awarded.</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>Imperial Supplies has the reporting capabilities to meet these needs on the timetable required.</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>Imperial Supplies internally has full time employee staff that monitors and tracks all contract commitments. These staff members are on our accounting team. These stakeholders communicate monthly with our sellers on reporting to contracted obligations. Additionally, a quarterly meeting is held with leadership to “deep dive” and report out on contract goals to ensure we maintain objectives and keep partnerships aligned. Where we are “short of goal” action items are assigned, and sales contacts meet with customers to build improvement plans to bring us back to goal.</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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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, disabled 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.](#)

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

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

- ☐ Yes
- ☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

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

Provide statement here. No formal claims for breach of contracts.

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. Imperial has not been subject of any adverse regulatory or adverse administrative governmental actions.

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, Ryan Vanevenhoven, hereby certify and affirm that Imperial Supplies LLC, 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, Ryan Vanevenhoven, hereby certify and affirm that Imperial Supplies LLC, 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, Ryan Vanevenhoven, hereby certify and affirm that Imperial Supplies LLC, 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, Ryan Vanevenhoven, hereby certify and affirm that Imperial Supplies LLC 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, Ryan Vanevenhoven, hereby affirm that this proposal accurately represents the capabilities and qualifications of Imperial Supplies LLC, 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.)

Ryan Vanevenhoven
Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)

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:

Ryan Vanevenhoven
Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)

Printed Name:

Ryan Vanevenhoven

Company Name:

Imperial Supplies LLC

Mailing Address:

300 N Madison St, Green Bay, WI
54301

Email Address:

Ryan.vanevenhoven@imperialsuppl
ies.com

Job Title:

Executive 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: | <u>Ryan Vanevenhoven</u> |
| Mailing Address: | <u>300 N Madison St, Green Bay, WI 54301</u> |
| Signature | <u> <small>Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)</small></u> |
| Title of Signatory: | <u>Executive Vice President</u> |

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature

:

Ryan Vaneevnhoven
Ryan Vaneevnhoven (Jun 20, 2022 14:18 CDT)

Date:

Click or tap here to enter text. Jun 20, 2022

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

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

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

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

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

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

2. *Fingerprint & Criminal Background Checks*

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

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

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

Signature

:

Ryan Vanevenhoven

Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)

Date:

[Click or tap here to enter text.](#) Jun 20, 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.

Yes

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

RV

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

RV

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

RV

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

RV

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

RV

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

RV

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

RV

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

RV

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

RV

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

RV

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

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

RV

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

RV

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

RV

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

RV

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

RV

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

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

Authorized
signature:

Ryan Vanevenhoven
Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)

Printed Name: Ryan Vanevenhoven
Company Name: Imperial Supplies LLC
Mailing Address: 300 N Madison St, Green Bay, WI 54301
Job Title: Executive 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.

RV

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

(Initials of Authorized Representative)

Jun 20, 2022

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

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: W.W. Grainger Inc

Street: 100 Grainger Pkwy

City, State, Zip Code: Lake Forest, IL, 60045

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, Ryan Vanevenhoven, an authorized representative Imperial Supplies LLC, 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 |
|-------------------|---|----------|
| W.W. Grainger Inc | 100 Grainger Pkwy, Lake Forest, IL, 60045 | 100% |
| | | |
| | | |
| | | |

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

Signature

:

Ryan Vanevenhoven
Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)

Date:

Click or tap here to enter text. Jun 20, 2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: Imperial Supplies LLC

Street Address: 300 N Madison Street

City, State Zip: Green Bay, WI 54301

State of New Jersey

County of Brown County

I, Ryan Vanevenhoven of the Imperial Supplies LLC in the County of Brown County, State of Wisconsin of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of Imperial Supplies LLC 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:

Ryan Vanevenhoven
Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)

Job Title:

Executive Vice President

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

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

Company Name: Imperial Supplies LLC
Street Address: 300 N Madison Street
City, State, Zip Code: Green Bay, WI 54301

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

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

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

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature

Ryan Vanerenvhoven
Ryan Vanerenvhoven (Jun 20, 2022 14:18 CDT)

Title of Signatory:

Executive Vice President

Date:

Click or tap here to enter text. Jun 20, 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).

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: | Insert vendor name here. | | |
| Address: | Insert street address here. | | |
| City: | Insert City Here. | State:State. | Zip:Zip Code |

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.

| | | |
|---------------------|------------------|---------------|
| _____ | Insert Full Name | Insert Title. |
| 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 |
|------------------|----------------|------|---------------|
| | | | \$ |
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☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| Contributor Name | Recipient Name | Date | Amount |
| Contributor Name | Recipient Name | Date | Amount |
| Contributor Name | Recipient Name | Date | Amount |
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| | | | |
|------------------|----------------|------|----------|
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

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: W.W. Grainger Inc | Name: Stockholder Name |
| Home Address: 100 Grainger Pkwy, Lake Forest, IL, 60045 | Home Address: |
| Home Address | Home Address |
| Name: Stockholder Name | Name: Stockholder Name |
| Home Address: | Home Address: |
| Home Address | Home Address |
| Name: Stockholder Name | Name: Stockholder Name |
| Home Address: | Home Address: |
| Home Address | Home Address |
| Subscribed and sworn before me this ____ day of _____, 2 ____. | <u><i>Ryan Vanevenhoven</i></u> <small>Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)</small> |
| (Notary Public) | (Affiant) |
| | _____ (Print name & title of affiant) |

My Commission expires:

(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:

Proposal Form 18: Imperial is able to provide documentation upon request of Equalis. The AA302 form and Employee Information report is typically a template requested by another entity in which Imperial will fill out. We are able to complete this following bid award, if requested by Equalis. Further, Imperial did select “No” to the “**Public Work – Over \$50,000 Total Project Cost**” but it should be noted this does not apply to this bid or subsequent contract.

Master Agreement: Imperial has the following clarifications to the Master Agreement and would ask these be included in the parties’ contract if awarded:

Section 1(H): include the following statement at the end of the paragraph, “Winning Supplier, in its sole discretion, retains the right to sell or not sell Products to Program Participants under this Master Agreement.”

Section 2.4: revise the following sentence as detailed here: “This Master Agreement may be renewed for one (1) additional one (1) year period by mutual consent of the Parties (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein.”

Section 2.7: revise to add the following verbiage to the end of the para, “Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all third-party claims, damages, losses and expenses to the extent arising out of or resulting from the negligent 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.”

Section 2.8(a), first sentence is revised to add the words highlighted in yellow, “If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party in writing as promptly as practicable and give it an opportunity to defend the same.”

Section 2.8 (b): revised to add the following sentence at the end of the paragraph, “Indemnifying Party liability to the Indemnified Party shall be limited to one million dollars (\$1,000,000.00) or the net sales generated by Winning Supplier through this Master Agreement in the preceding twelve (12) months, whichever provides more coverage to the Indemnified Party.”

Section 2.9: revise the section by removing “property insurance.”

Section 2.10(b): revise this section as follows: “This Master Agreement, or any Appendix, may be terminated at any time by either Party by providing ninety (90) calendar days’ written notice of termination to the other Party the mutual written consent of the Parties.”

Section 2.10(c): revise first sentence as detailed here, “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) shall provide written Notice describing the material breach to the breaching Party.”

Section 2.12: revise section as shown in yellow highlighted font, “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 contract negotiated pricing is 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.”

Section 2.13: first sentence is revised as follows, “This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period provides written notice as soon as practicable to the other Party(ies) that they are unable to carry out their 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**”).”

2.14(a) is revised to add Imperial point of contact: “Imperial Supplies, LLC, Attn: Director, Contracts & Compliance, 300 N Madison St, Green Bay, WI 54301.”

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

PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

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

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Equalis Group Administrative Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

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

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

PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other 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 | Imperial Supplies LLC |
| Address | 300 N Madison Street |
| City/State/Zip | Green Bay, WI 54301 |
| Phone Number | (800) 558-2808 |
| Email Address | Ryan.vanevenhoven@imperialsupplies.com |
| Printed Name | Ryan Vanevenhoven |
| Job Title | Executive Vice President |
| Authorized Signature | <u>Ryan Vanevenhoven</u> <small>Ryan Vanevenhoven (Jun 20, 2022 14:18 CDT)</small> |

Initial Term of the Master Agreement

| | |
|---------------------------|------------------|
| Contract Effective Date: | May 1, 2022 |
| Contract Expiration Date: | April 30, 2026 |
| Contract Number: | COG-2129C |

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

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By: Scott A. Morgan
Scott A. Morgan (Jun 20, 2022 15:33 EDT)

Name: Scott A. Morgan

As: CCOG Board President

Date: Jun 20, 2022

EQUALIS GROUP, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: Eric Merkle

Name: Eric Merkle

SVP, Procurement &
Operations

As: Operations

Date: Jun 20, 2022











Agreement - CCOG & Imperial Supplies (Master) - 2022.05.01

Final Audit Report

2022-06-20

| | |
|-----------------|--|
| Created: | 2022-06-10 |
| By: | David Robbins (drobbins@equalisgroup.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZd1m9PnaTMz-AGMR8NvI17cuATGAdalH |

"Agreement - CCOG & Imperial Supplies (Master) - 2022.05.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2022-06-10 - 7:12:59 PM GMT
-  Document emailed to ryan.vanevenhoven@imperialsupplies.com for signature
2022-06-10 - 7:19:52 PM GMT
-  Email viewed by ryan.vanevenhoven@imperialsupplies.com
2022-06-10 - 7:42:41 PM GMT
-  Email viewed by ryan.vanevenhoven@imperialsupplies.com
2022-06-20 - 1:46:55 PM GMT- IP address: 167.115.250.1
-  Document e-signed by Ryan Vanevenhoven (ryan.vanevenhoven@imperialsupplies.com)
Signature Date: 2022-06-20 - 7:18:11 PM GMT - Time Source: server- IP address: 167.115.250.1
-  Document emailed to smorgan@cuyahogalibrary.org for signature
2022-06-20 - 7:18:13 PM GMT
-  Email viewed by smorgan@cuyahogalibrary.org
2022-06-20 - 7:33:20 PM GMT- IP address: 66.213.22.193
-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
Signature Date: 2022-06-20 - 7:33:40 PM GMT - Time Source: server- IP address: 66.213.22.193
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2022-06-20 - 7:33:42 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2022-06-20 - 8:27:46 PM GMT- IP address: 104.28.79.40



Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2022-06-20 - 8:27:58 PM GMT - Time Source: server- IP address: 174.196.135.41



Agreement completed.

2022-06-20 - 8:27:58 PM GMT



Adobe Acrobat Sign