

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

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

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

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

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

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

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

G. CCOG issued this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

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

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

2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Pricing**
- a. **Not-To-Exceed Pricing.** All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.
- b. **Pricing Adjustments.** No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.
- It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.
- c. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the

Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

2.5. Formation of Contract

- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder’s contract document shall not become part of CCOG and Equalis Groups’ contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

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

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

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

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

2.6. Confidentiality.

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

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

2.8. **Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier’s performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier’s provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors,

employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

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

- a. Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

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

2.11. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections

and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

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

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

a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

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

ii. If to **EQUALIS**:

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

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

- 2.15. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.
- 2.16. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.
- 2.17. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.
- 2.18. Nondiscrimination & Intimidation.**
- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
 - b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
 - c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



REQUEST FOR PROPOSALS:
Cloud Solutions

RFP #:
COG-2139

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

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

DATED:
October 7, 2022

SECTION ONE:
Part A – Overview, Scope, and Project Information
Part B – Conditions and Other Requirements
Part C – Bid Submission, Format, Evaluation, and Award

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Section One, Part A – Overview, Scope, and Project Information

1. Overview

This request for proposal (“RFP”) is published by the Cooperative Council of Governments (“CCOG”) for the purpose of awarding a master cooperative purchasing agreement (the “Master Agreement”) and creating a cooperative purchasing program for cloud-based technology solutions (the “Program”) that will be available to current and future members of Equalis Group (the “Members”). Under applicable state statutes, public sector entities nationwide that join Equalis Group can purchase products and services through the resulting Master Agreement without having to conduct their own formal procurement process, thereby saving both themselves and the awarded suppliers (a “Winning Supplier” or “Supplier Partner”) significant time and money.

2. CCOG Background

CCOG is a Council of Governments and Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is an Equalis Group, LLC (“Equalis Group”) lead public agency and, in that role, conducts formal public sector competitive solicitation processes in compliance with applicable public sector procurement guidelines to select a Winning Supplier(s) to provide products and services to Members.

At the conclusion of this RFP process, CCOG will award a Master Agreement to the Winning Supplier(s).

3. Role of Equalis Group

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

The Winning Supplier(s) and Equalis Group will also enter into a separate management agreement (the “Administration Agreement”) which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members and ii) the financial terms between the parties. The Winning Supplier and Equalis Group will work closely together to develop and implement marketing and sales strategies to drive program adoption with current and future Members across the country.

Equalis Group, is committed to actively engage with the Winning Suppliers to grow profitable public sector revenue by:

- 3.1. **Training Supplier Partners’ sales representatives** on the pricing, terms, and conditions of the Master Agreement and how to sell their products and services through this already procured contract vehicle.
- 3.2. **Developing sales tools** that address common legal, procurement and compliance questions.
- 3.3. **Creating, implementing, and managing marketing and sales campaigns** to jointly identify public sector prospects across the country.
- 3.4. **Supporting the sales process** by providing subject matter expertise to prospective Members on the legitimacy of the procurement process that established the Master Agreement.

4. Purpose

The primary purpose of this Program is to offer Members a complete and comprehensive offering of cloud-based technology solutions that can be customized to meet the unique needs of each Member. This RFP and contract award process is a solutions-based solicitation; meaning that CCOG is seeking solutions that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

5. Scope

CCOG is seeking proposals for any type of cloud-based service solution. Cloud services are infrastructure, platforms, or software that are hosted by third-party providers and made available to users through the internet. Bidders may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services. Products, services, and solutions within the scope of this RFP include, but are not limited to:

- 5.1. Cloud Service Categories:
 - a. Infrastructure as a Service (IaaS)
 - b. Platform as a Service (PaaS)
 - c. Software as a Service (SaaS)
 - d. Application Platform as a Service (aPaaS)
 - e. Any other technology solution delivered via the cloud

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

6. RFP Documents

This RFP documents consist of the following:

- 6.1. Section One:
 - a. Part A – Overview, Scope, and Project Information
 - b. Part B – Conditions and Other Requirements
 - c. Part C – Bid Submission, Format, Evaluation, and Award

- 6.2. Section Two:
 - a. Proposal Submission, Technical Proposal, Cost Proposal and Required Forms

- 6.3. Section Three:
 - a. General Terms and Conditions of Master Agreement

- 6.4. Attachments:
 - a. Attachment A – Sample Administration Agreement
 - b. Attachment B – Cost Proposal Template
 - c. Attachment C – State Notice

7. Anticipated Procurement Timetable

CCOG reserves the right to revise this schedule after providing reasonable notice in the best interest of CCOG and/or to comply with the State of Ohio procurement procedures and regulations. All times are Eastern time zone. CCOG utilizes [Bonfire](#), an online procurement platform, to publish RFPs, manage communication including the Q&A process, and receive proposals.

Activity	Dates & Times
RFP Publication; Q&A Period Opens	October 7, 2022

Pre-Proposal Meeting	November 1, <u>2022</u> , from 2:30PM to 3:30 PM Eastern*
Q&A Period Closes	November 3, 2022 at 5 PM Eastern
Q&A Responses Distributed	November 4, 2022
Deadline for Proposal Submission & Public Opening	November 10, 2022, at 3 PM Eastern*
Finalist Presentations	To Be Determined
Contract Award Issued	January 1, 2023 (estimated)

*Any Bidders experiencing technical difficulties accessing the RFP through Bonfire should contact Bonfire customer support by submitting a support ticket to Support@GoBonfire.com, access the Vendor FAQ at www.gobonfire.com/support/, or receive online support via online chat at www.gobonfire.com/support/.

8. Q&A Period

Bidders may submit questions regarding this RFP through Bonfire during the Q&A Period as outlined in **Anticipated Procurement Timetable**. To submit a question, Bidders must submit written questions under the Messages section on Bonfire. Questions about this RFP must reference the section number of this RFP in question.

CCOG may, at its sole discretion, disregard any questions which do not appropriately reference an RFP or attachment. CCOG will not respond to any questions received after the date and time that the Q&A Period closes.

CCOG's responses to all questions submitted through Bonfire will be added to Bonfire as an addendum to the RFP on or before the date provided in **Anticipated Procurement Timetable**. Any interpretation or correction of the RFP will be made only by an addendum posted on Bonfire. CCOG will not be responsible for providing any other explanations or interpretations of the RFP.

Bidders' proposals are to take into account any information communicated by CCOG in the RFP Q&A Addendum. **It is the responsibility of all Bidders to check for all updates regarding this RFP on Bonfire.**

9. Pre-Proposal Meeting

At the date and time indicated in the **Anticipated Procurement Timetable**, a voluntary pre-proposal meeting will be held via Zoom. The intent of this meeting is to provide an overview of CCOG, Equalis Group, the RFP, the document package and to field any questions Bidders may have related to this RFP. Information to participate in the pre-proposal meeting will be posted on Bonfire under Events section.

10. Public Opening

The public opening of proposals received in response to this RFP will be held at the date and time proposals are due and will solely consist of opening all proposal received and identifying the Bidders who responded. The public opening will be held via Zoom with the information to participate posted on Bonfire under Events section. **All responses must be received by the date and time listed for the Public Opening. Late responses will not be considered, and it is the responsibility of Bidders to ensure they are able to properly submit through the Bonfire platform.**

11. Communications Prohibited

From the issuance date of this RFP until the award of contract to the Winning Supplier(s), there may be no communications concerning the RFP between any Bidder that expects to submit a proposal and any employee of CCOG,

Equalis Group, any member of the Proposal Review Team (“**PRT**”), or any other individual, regardless of their employment status, who is in any way involved in the development of the RFP or the selection of a Winning Supplier (“**Communications Prohibited**”). The only exceptions to the Communications Prohibited are as follows:

- 11.1.** Any communications related specifically to the Question & Answer (Q&A) Period;
- 11.2.** As necessary in any pre-existing or on-going business relationship between CCOG, Equalis Group, and any supplier that could submit a proposal in response to this RFP;
- 11.3.** As part of any Bidder interview process or proposal clarification process initiated by CCOG, which CCOG deems necessary at its sole discretion; and
- 11.4.** Any Public Records Requests made to CCOG.

IMPORTANT NOTE: addenda or attachments to the RFP or to any documents related to the RFP will be accessible to Bidders through Bonfire. CCOG may not specifically notify any Bidder of changes or announcements related to this RFP except through posting on Bonfire. It is the affirmative responsibility of interested Bidders to be aware of and to fully respond to all updated information regarding this RFP posted on Bonfire.

CCOG is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than from CCOG directly or through the Q&A process described in this RFP. Any attempts at Communications Prohibited by a Bidder may result in the disqualification of that Bidder’s proposal.

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Section One, Part B – Conditions and Other Requirements

1. Bidder Requirements

Bidders are to base their RFP responses, including the details and costs, on the requirements and performance expectations established in this RFP, inclusive of all attachments.

2. Use of Dealers, Resellers, and Distributors

If Bidder requires the use of dealers, resellers, or distributors to sell or service the products and services included in their proposal, the proposal should provide a list of or direct the Proposal Review Team to where they can locate a list of the Bidder's dealers, resellers, or subcontractors who will be authorized to sell through the contract in the event the Bidder received a contract award.

3. Costs Incurred

Costs incurred in the preparation of this RFP are to be borne by the bidders. Both CCOG & Equalis Group will not contribute in any way to the costs of the preparation.

4. Trade Secret Prohibition, Public Information Disclaimers

CCOG will consider all proposals voluntarily submitted in response to this RFP to be free of trade secrets and such proposals will, in their entirety, be made a part of the public record in compliance with O.R.C. Chapter 125.01, et seq. However, if a proposal is submitted in response to this RFP, and the proposal contains trade secret information as defined in O.R.C. Chapter 1333.61, then such trade secret information must be clearly and conspicuously marked and/or identified as "**Trade Secret Information**" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with O.R.C. Chapter 149.43, CCOG shall designate such information as trade secret information and shall maintain and keep such trade secret information.

All proposals and any other documents submitted in response to this RFP will become the property of CCOG. This RFP and proposals submitted in response to the RFP, except for such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to O.R.C. Chapter 149.43. For purposes of this section, "**proposal**" will mean both the i) Technical Proposal, and ii) Cost Proposal (if opened by CCOG), all forms submitted by Bidder, and any attachments, addenda, appendices, or sample products.

Any proposal submitted in response to this or any CCOG RFP that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to CCOG for consideration shall be deemed and considered by CCOG to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this section and O.R.C. Chapter 149.43.

5. Master Agreement

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

Any contract with a Winning Supplier resulting from the issuance of this RFP is subject to the terms and conditions as provided in this RFP and Master Agreement as amended by the mutual agreement of CCOG, Equalis Group, and the Winning Supplier.

Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Bidders may propose changes to the Master Agreement by communicating any exceptions or deviations in the

General Terms and Conditions Acceptance Form provided in **Section Two** of this RFP. Any proposed changes are subject to CCOG and Equalis Group review and approval. Any exceptions or deviations not disclosed in the General Terms and Conditions Acceptance form will not be considered by CCOG after Notice of Intent to Contract has been issued.

6. Formation of Master Agreement

A response to this solicitation is an offer to establish a Master Agreement with CCOG and Equalis Group based upon the terms, conditions, scope of work, and specifications contained in this request. A contract is formed when an award is made and CCOG's Board President or designee signs the **Master Agreement Signature Form** provided in **Section Two** of this RFP. **The Bidder must submit a signed Master Agreement Signature Form** with the response, thus eliminating the need for a formal signing process.

7. Administration Agreement

Equalis Group and the Winning Supplier will enter into a separate Administration Agreement, which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier. Bidders will review the Administration Agreement template, which is included as **Attachment A – Administration Agreement** and complete **Equalis Group Administration Agreement Declaration Form** in **Section Two**.

8. Ethical & Conflict of Interest

- 8.1.** No Bidder or individual, company, or organization seeking a CCOG contract award will promise or give to any CCOG or Equalis Group employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- 8.2.** No Bidder or individual, company, or organization seeking a contract will solicit any CCOG or Equalis Group employee to violate any of the conduct requirements for employees;
- 8.3.** When acting on behalf of CCOG and Equalis Group, Winning Supplier will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Winning Supplier who violates the requirements and prohibitions defined herein or **in O.R.C. Chapter 102.04** is subject to termination of the Master Agreement or refusal by CCOG and Equalis Group to enter into the Master Agreement; and
- 8.4.** CCOG and Equalis Group employees who violate **O.R.C. Chapters 102.03, 102.04, 2921.42, or 2921.43** may be prosecuted for criminal violations.

9. Waiver of Minor Proposal Errors

CCOG may, at its sole discretion, waive minor errors or omissions in a Bidder's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this RFP.

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Section One, Part C – Bid Submission, Format, Evaluation, and Award

1. Proposal Submission

All Bidders must complete and submit a proposal consisting of all required forms and attachments referenced or provided in **Section Two** of the RFP. CCOG requires proposals to be submitted electronically via [Bonfire](#) no later than the deadline for proposal submission identified in the **Anticipated Procurement Timetable**. Proposals must be prepared and submitted in accordance with instructions found in this **Section One, Part C**. Fax, email, mail or any other form of submissions will not be accepted.

All proposals will be valid for a period of ninety (90) days from the date the proposals are received by CCOG.

In addition to the requirements outlined above, any proposal submitted by a Bidder excluded from contracting with CCOG by [Ohio Revised Code \(O.R.C.\) § 9.24](#) as the result of an unresolved finding for recovery will be deemed unresponsive.

2. Supplemental Submission Documents

Any other supplemental information thought to be relevant to a Bidder's proposal but not explicitly requested by CCOG including, but not limited to, product literature, technical specifications, and financial information must be submitted with your proposal under the section titled "Supplemental Information" in the Bonfire proposal submission process. CCOG reserves the right not to review submitted appendices which include information/materials not required in the RFP.

3. Proposal Withdrawal

Any Bidder seeking to withdraw its proposal from consideration after the proposal due date must submit such request in writing directly to CCOG at Procurement@EqualisGroup.org.

4. Estimated Quantities & Available Funds

CCOG and Equalis Group anticipate a substantial number of current and future Members will enter into contracts resulting from this solicitation; however, CCOG and Equalis Group makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$50,000,000.00 annually by year three (3) of the contract. This information is provided solely as an aid to Bidders preparing proposals only and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The Awarded Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

CCOG is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

5. Cost Proposal & Pricing

5.1. Cost Proposal Requirements

A template for **Proposal Form 2: Cost Proposal** has been included as **Attachment B – Cost Proposal** and must be used as the base document for when Bidders submit their Cost Proposal. Bidders are permitted to revise any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

All Bidders must complete and submit **Proposal Form 2: Cost Proposal** using the pricing methodology that best reflects the way pricing will be determined when providing solutions included within the scope of the Bidder's Proposal. The Cost Proposal will be used to define the products, services, and solutions Bidders are offering Equalis

Group Members through the Winning Supplier's Master Agreement. **Winning Supplier's contract pricing shall remain firm for 120 days after the award of a contract.**

5.2. Additional Pricing Information

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

- a. **Auditable Pricing.** It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered part of the final Master Agreement offered to the Members.
- b. **Value to the Members.** CCOG requests that Bidders offer products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
- c. **Not to Exceed Pricing.** CCOG requests that pricing be submitted as not to exceed. Bidder may adjust pricing lower if needed but cannot exceed the pricing submitted.
- d. **Indefinite Quantity.** This RFP requests pricing for an indefinite quantity of products or related services.
- e. **Total Acquisition Cost.** The pricing included in your Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).
- f. **Administrative Fee.** Pricing provided shall include the administrative fee paid to Equalis Group.
- g. **Relevant Information.** All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- h. **Discounts.** Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of products & services.
- i. **Cost Plus a Percentage or Cost-Plus Pricing.** Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered by the Winning Supplier.

5.3. Common Pricing Methodologies

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

- a. **Line-Item Pricing.** Products and services are individually priced based on a line-item discount. For each line-item entry, Bidders must provide both verifiable price ("List Price") as well as the price which will be offered to the Members ("Contract Price") and the associated price discount (if applicable) in their pricing model where the Contract Price is calculated by applying the applicable discount to the List Price. The List Price will be the standard "quantity of one" price currently available to government and educational customers.
- b. **Percentage Discount Off List Price by Catalog or Category.** Products, services, and/or solutions associated with a defined catalog or category are given a specific and uniform percentage discount based on a published List Price ("Catalog Discount" or "Category Discount"). Individualized percentage discounts can be applied to any number of defined product groupings. The types of products, parts, and services using the Catalog or Category Discount methodology must be clearly identified and defined.

5.4. Other Pricing Scenarios

- a. **Open Market Items or Sourced Goods.** Bidders can provide an alternative method of costing to cover any product and/or service not covered by Common Pricing Methodologies due to the projects or application's specifications, conditions, and/or requirements.
- b. **Additional Discounts and Savings.** A Bidder may disclose the volume requirements and subsequent discounts extended to Members who purchase larger than normal volumes. All other rebate programs or incentives should be described and quantified as a part of your Cost Proposal.

5.5. All Products and Services Must Be Priced

All products and additional services such as installation, delivery, tech support, training, and other services must be priced. Any product or service provided free of charge should be listed in order to be included on any resulting contract award.

6. Evaluation Process

6.1. Evaluation Caveats

- a. **Proposal Rejection.** The Proposal Review Team reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP. Proposals that are materially non-responsive will be rejected and CCOG will provide notice of rejection to the Bidder.
- b. **Negligence.** Negligence on the part of Bidder in preparing its proposal submitted in response to this RFP confers no right of modification or withdrawal of Bidder's proposal after the proposal due date.
- c. **Competitive Range.** It may be necessary to establish a competitive range. Factors from the evaluation criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

6.2. Evaluation and Scoring of Proposals

The Proposal Review Team will evaluate based on Bidder's proposal submission. Proposal scoring will be weighted as described in this section. Bidders should not assume that the Proposal Review Team is familiar with current or past work activities of any Bidder.

In scoring the proposals, the PRT will score in two (2) parts:

- a. **Part One – Technical Proposal Scoring Criteria:**

The PRT will score Technical Proposals by assessing a Bidder's response to the questions presented in Proposal Form One: Technical Proposal. The PRT will read, review, discuss, and reach consensus on the final technical score for each Technical Proposal.

A maximum of **65** points will be awarded for the Technical Proposal and points will be distributed according to the schedule below.

- **Supplier Overview & Qualifications**
 - Twenty (20) total points allocated to:
 - Financial Strength & Legal Consideration
 - Industry Qualifications
 - Public Sector Focus
 - Customer References
 - Insurance Coverage

- **Products, Services, Capabilities**
 - Thirty (30) total points allocated to:
 - Products & Services Offering
 - Differentiators
 - Additional Features
 - Warranty
 - Customer Service
 - Order & Invoice Processing; Payment
- **Go to Market Strategy**
 - Fifteen (15) total points allocated to:
 - Public Sector Growth Plan
 - Bidder Organizational Structure & Staffing Relationship
 - Contract Implementation & Expectations

b. Part Two – Cost Proposal Scoring Criteria

In order to be considered for an award, and for the PRT team to review the Cost Proposal, A Technical Proposal must achieve a total of at least **45** points (a score which represents that Bidder can successfully perform the resulting contractual duties) out of the possible **65** points to qualify for continued consideration. Any Technical Proposal which does not meet the minimum required point threshold will be determined nonresponsive to this RFP and the associated sealed Cost Proposal will neither be opened nor considered.

Once the Technical Proposal has achieved a score of **45** points or greater, the PRT will review Cost Proposals to determine the best overall financial value. The PRT will take into account the Bidder’s responses to the questions provided, pricing for products & services, and any costs or charges associated with service and support, reporting, and additional services proposed.

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

A maximum of **35** points will be awarded for the Cost Proposal and points will be distributed according to the schedule below.

- **Pricing of Products & Service**
 - Thirty-five (35) total points allocated to:
 - Pricing for all available products and services
 - Ability for Members to verify that they received contract pricing
 - Other factors relevant to this section as submitted by the Bidder

7. Clarification & Negotiation

7.1. Proposal Clarification

Bidders identified as finalists may be requested to participate in a proposal clarification discussion as part of the evaluation process, if deemed necessary. The PRT reserves the right to select Bidders within the competitive range

for discussion and may not seek clarification of all Bidders. Any Bidders interviewed will bear all their costs of any scheduled interview.

7.2. Negotiation

CCOG, in its sole discretion, may request all Bidders in the competitive range to submit a Best and Final Offer. Bidders must submit their Best and Final Offers in writing. If a Bidder does not respond to the request for a Best and Final Offer, that Bidders most recent offer will be considered to be its Best and Final Offer.

8. Final Scoring and Supplier Recommendation

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

9. Final Supplier Recommendation

The PRT will recommend to CCOG as the lowest responsive and responsible Bidder(s) the technically qualified supplier(s) offering the proposal most advantageous to Members, taking into consideration factors such as price and the evaluation of criteria in the Technical Proposal.

10. Contract Award.

10.1. Award Criteria

CCOG will award the contract to the responsible Bidder whose proposal is most advantageous with price and other factors considered. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CCOG.

10.2. Award Caveats

CCOG is under no obligation to issue a contract as a result of this solicitation if, in the opinion of CCOG and the PRT, none of the proposals are sufficiently responsive to the objectives and needs of Members, CCOG, or Equalis Group. CCOG reserves the right to not select any Bidder should CCOG decide not to proceed for any reason.

11. Protests

11.1. Protest of RFP

A protest may be filed by a prospective or actual Bidder alleging improprieties in the issuance of the RFP or any other event preceding the deadline for proposal submission. The protest must be sent via email to Procurement@EqualisGroup.org and prior to the proposal due date.

11.2. Contract Award Protests

Any potential or actual Bidder objecting to the award of a contract resulting from the issuance of this RFP may file a protest of contract award and must be submitted no later than 12:00 PM Eastern of the eighth (8th) calendar day after the public announcement of contract award. The Bidder(s) who would have been awarded the contract will be notified of the receipt of the protest.

11.3. Required information For Protest Submission

Whether for a protest of the RFP or contract award(s) the protest must be filed in writing and must contain the following information;

- a. The name, address, and telephone number of the protestor;
- b. The name and number of the RFP being protested;

- c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
- d. A request for a ruling by CCOG;
- e. A statement as to the form of relief requested from CCOG; and
- f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

CCOG will issue written decisions on all timely protests and will notify any protestor who filed an untimely protest as to whether or not the protest will be considered.

11.4. Protest Caveats

An untimely protest may be considered by CCOG if CCOG, in its sole discretion, determines that the protest raises issues significant to CCOG's procurement methodology. An untimely protest is one received by CCOG after the time periods set forth in this section.

11.5. Protest Submission

All protests must be filed at the following location:

Cooperative Council of Governments
Attn: Procurement
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Confidentiality Title Page

PROPRIETARY STATEMENT

This proposal includes data that shall not be disclosed outside The Cooperative Council of Governments and Equalis Group and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate EC America’s potential to deliver on a future proposal or quotation. This restriction does not limit The Cooperative Council of Governments and Equalis Group’s right to use information contained in this data if it is lawfully obtained from another source without restriction. The data subject to this restriction are contained in sheets marked by the following statements:

“CONFIDENTIAL – THE INFORMATION IN THIS SECTION IS MARKED CONFIDENTIAL”

OR

“CONFIDENTIAL – THE INFORMATION IN THIS TABLE IS MARKED CONFIDENTIAL”

This document is in response to:

RFP #:

COG-2139

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

October 7, 2022



REQUEST FOR PROPOSALS:
Cloud Solutions

RFP #:
COG-2139

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

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

DATED:
October 7, 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: New Jersey Requirements**
- Proposal Form 17: General Terms and Conditions Acceptance Form**
- Proposal Form 18: Equalis Group Administration Agreement Declaration**
- Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name: EC America Inc., (a subsidiary of immixGroup, Inc.)

1.1.2. Corporate Street Address: 8444 Westpark Drive, Suite 200 McLean, VA 22102

1.1.3. Website: <https://www.immixgroup.com/government/>

1.1.4. 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.

EC America, Inc., (EC America) a Virginia Corporation, is a wholly owned subsidiary of immixGroup, Inc. Formerly known as Selbre Government Sales, Inc., the company was founded in 1998 and changed its name to EC America, Inc., in 2002. In 2008, all outstanding shares of EC America, Inc.'s stock were acquired by immixGroup, Inc.

Please find the attached document "EC America Formation Supplemental Information"

1.1.5. 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:	Lisa Kilgore
Title:	Contract Specialist – State, Local, Education
Phone:	720-418-7843
E-Mail Address:	Elizabeth.Kilgore@immixGroup.com

1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).

Contact Name:	Chauncey Kehoe
Title:	Contracts Manager – State, Local, Education
Phone:	703-639-1565
E-Mail Address:	Chauncey_Kehoe@immixGroup.com

1.2. Financial Strength & Legal Considerations	
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</p>	<p>immixGroup’s parent company, Arrow Electronics, is a B2B enabler and global distributor of products, services, and solutions to industrial and commercial users of electronic components and enterprise software. Headquartered in Centennial, Colorado, with 2021 sales of nearly \$35 billion, Arrow Electronics guides innovation forward for over 125,000 of the world's leading suppliers of technology used in homes, businesses, and daily life. Through a network of more than 345 locations serving over 80 countries, Arrow brings electronics and information technology to enterprises in industrial and commercial markets including aerospace and defense, transportation, finance, health, and manufacturing. Arrow distributes products across many categories including data center infrastructure, cloud services (public, private, hybrid, virtual), and the many new technologies of the Internet of Things (IoT). SEC filings are made available at:</p> <p>https://investor.arrow.com/financials/sec-filings/default.aspx</p>
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>None</p>
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>No material litigations to disclose.</p>
1.3. Industry Qualifications	
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer or developer, distributor, dealer, reseller, or service provider?</p>	<p>EC America is known in the industry as a value-added distributor.</p>
<p>1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.</p>	<p>EC America certifies that it is authorized to distribute and resell the following product brands below. EC America has also provided letters of authorization (LOAs) from each supplier brand included in this response.</p> <p><u>Proposed Suppliers:</u></p> <p>Citrix Systems, Inc. (Citrix) Commvault Systems, Inc. (Commvault)</p>

	<p>LogRhythm, Inc. (LogRhythm) Netreo Inc. (Netreo) Nutanix Inc. (Nutanix) Open Text Inc. (Opentext) Palo Alto Networks (Palo Alto) Qlik SmartBear Software Inc. (SmartBear) Tanium Kronos Incorporated, a UKG company (Kronos) Veeam Software Corporation (Veeam)</p> <p>The respective LOAs are attached in a zip file named "EC America Supplier LOAs"</p>
<p>1.3.3. 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 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 <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	<p>EC America has proposed 12 supplier brands for this proposal.</p> <p>As a value-added distributor, EC America can adapt its go-to-market strategy to best meet the supplier where they are in their selling strategy. Below are the two most common ways EC America works with suppliers.</p> <p>Most suppliers prefer that EC America serve as their distributor. This means that EC America maintains a network of resellers/dealers authorized to sell on behalf of the supplier and public sector contracts.</p> <p>For some supplier brands, EC America acts as the direct reseller. As a result, EC America is the only point of sale for government agencies and end users.</p> <p>EC America’s ability to act as a distributor and/or reseller provides customers with flexible purchasing options that meet their procurement needs.</p>
<p>1.3.4. Network Relationship. If your company is best described as a manufacturer, developer, 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>EC America is recognized as a public sector innovator, developing, and delivering programs designed to ensure the success of large government programs and contract vehicles. A few of our current successes include NASA’s SEWP V, GSA’s Multiple Award Schedules, DoD ESI BPAs, and a variety of state and local government contracts such as NCPA, Oklahoma, Ohio STS, California CMAS, Texas DIR, and NASPO Value Point. For a more in-depth look at our contract vehicles please feel free to check out</p>

our website's
'contract vehicle tab';
<https://www.immixgroup.com/government/>


Our strong network of partnerships with more than 300 leading original equipment suppliers (OEMs) and 1,200 technology resellers and service providers spans every socio-economic category and technology specialization. Through EC America's innovative programs and services, our channel partners have the

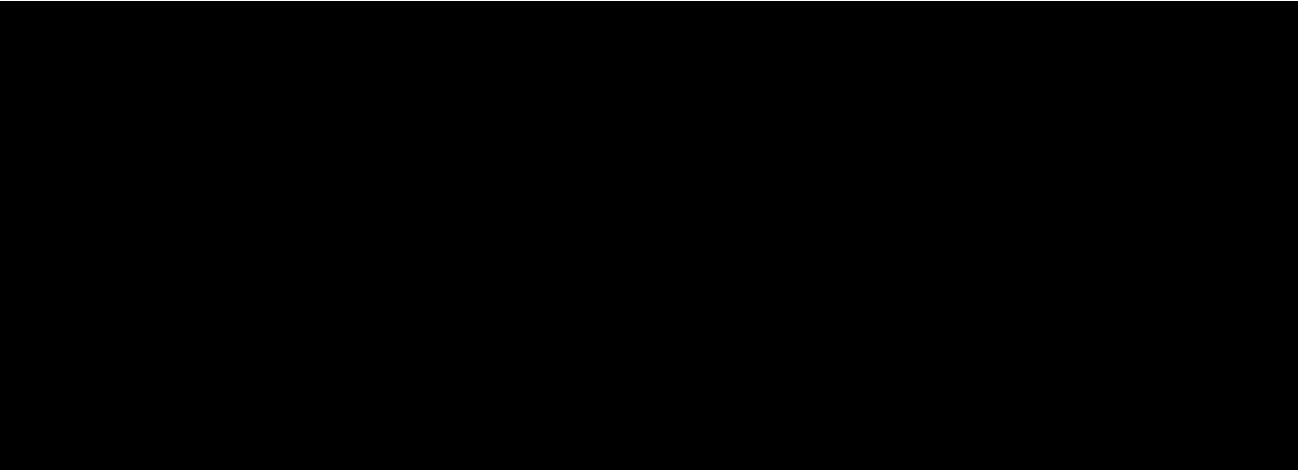
resources to successfully deliver IT solutions to public sector customers. As a result, they can carry out their initiatives and serve their citizens effectively. One such innovation is the SLED Support Center (SSC). It is a one-stop-shop providing engineering support, market intelligence, as well as compliance, and contract expertise. The SSC also offers access to flexible capital solutions to help bridge budgeting and funding gaps in fiscal cycles.

EC America, Inc.'s proprietary Trusted Supplier Program a part of our Supply Chain Risk Management (SCRM) plan allows us to guarantee the authenticity of every product we deliver while meeting legal and regulatory requirements. We can ensure our government customers can buy with confidence, mitigating the risk of receiving counterfeit or potentially tainted products and parts.

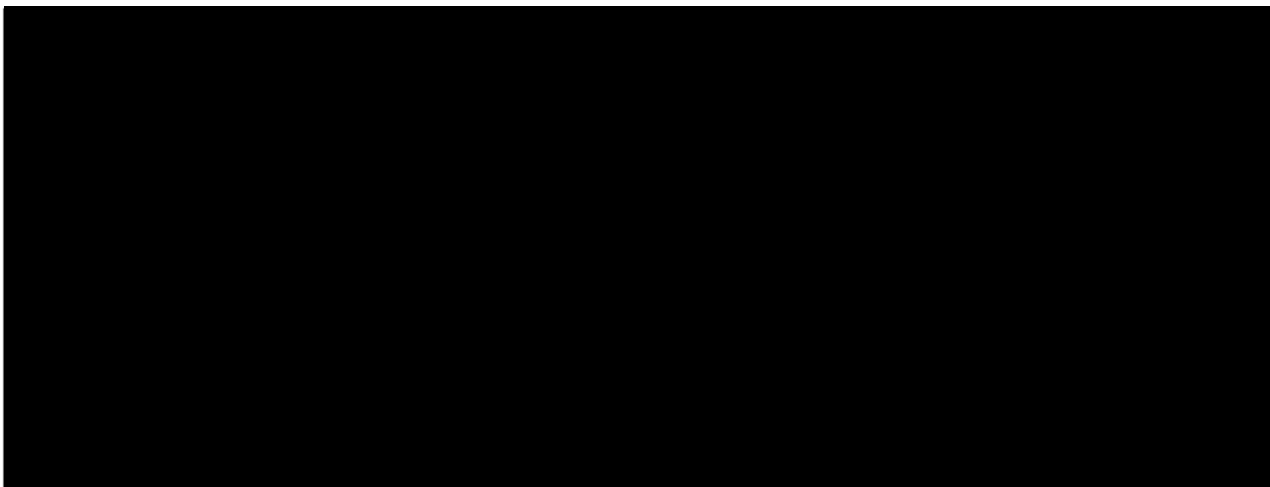
EC America has extensive knowledge and experience supporting all phases of the government acquisition life cycle. We specialize in providing contracting models, systems, and services to complex enterprise technology companies and the government agencies they serve. Our rapid growth, leading reputation, and diverse capabilities are the result of highly efficient operations and a business model focused on empowering partners. Our consistent, significant year-over-year revenue growth is a prime indicator of EC America's financial strength and stability.

EC America's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly experienced management team. Our current staff

	<p>has deep expertise in meeting each customer's specific requirements and in the technology required to satisfy those needs.</p> <p>It is this dedicated focus on serving the government that makes EC America the partner of choice for nearly every federal government agency, numerous state and local agencies, and a growing number of leading IT vendors.</p> <p>Please note if awarded, that as a value-added distributor EC America can utilize its extensive relationships with suppliers and resellers to provide more specific information about their operations and ensure all are in total compliance.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>CONFIDENTIAL – THE INFORMATION IN THIS SECTION IS MARKED CONFIDENTIAL</p> 



<p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>EC America, through its network of resellers and suppliers, reaches every geographical area of the United States.</p> <p>EC America intends to offer products and services to all eligible customers under a resultant award.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 4 - Certifications and Licenses.</p>	<p>EC America, Inc. holds an ISO 9001:2015 certification. Please find a copy of the certification attached: file name "EC America, Inc., ISO 9001:2015 Certification"</p> <p>EC America's authorized resellers/dealers are located and registered throughout states in the U.S. Each of those states has its registration processes for small businesses, HUB, minority-owned, etc. Upon request, EC America can work with the resellers to provide documentation around certifications.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>CONFIDENTIAL – THE INFORMATION IN THIS SECTION IS MARKED CONFIDENTIAL</p>



<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>CONFIDENTIAL – THE INFORMATION IN THIS SECTION IS MARKED CONFIDENTIAL</p> <p>[REDACTED]</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>CONFIDENTIAL – THE INFORMATION IN THIS SECTION IS MARKED CONFIDENTIAL</p> <p>[REDACTED]</p>
<p>1.4.4. 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> <ol style="list-style-type: none"> Customer contact person and their title, telephone number, and email address; A brief description of the products and services provided by your company; Customer relationship starting and ending dates; and, Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p><u>Reference #1:</u> Butler County, Pennsylvania Customer Name: Jim Venturini Customer Title: Information Technology Director Customer Number: 724-543-2500 Customer Email: jventuri@co.butler.pa.us</p> <p>Brief Description: The customer purchased CBT Nuggets' on-demand Cybersecurity and IT training subscriptions for the team.</p> <p>Customer relationship start and end date: COTS purchase in January 2022. Support ongoing as customer needs/warrants more training.</p> <p><u>Reference #2:</u> University of Southern California Customer Name: Fan Gao Customer Title: Senior Vendor Management Analyst Customer Number: 213-821-2842 Customer Email: fangao@usc.edu</p> <p>Brief Description: Customer bought Blue Prism to help augment their human workforce with a Digital Workforce (robot).</p> <p>Customer relationship start and end date: COTS purchase in January 2022. Support and additional products can be purchased.</p> <p><u>Reference #3:</u> Lake County, Ohio Customer Name: Cory Vojak Customer Title: Director of Workforce Development Customer Number: 440-350-2372 Customer Email: Cory.Vojack@lakecountyohio.gov</p> <p>Brief Description: The customer bought Coursera Government</p>

	<p>Enterprise License (training) for 126-500 users. Customer relationship start and end date: COTS purchased in February 2022. Customers can renew and obtain additional support as needed</p> <p><u>Reference #4:</u> Rockland County, New York Customer Name: Kathy McSharar Customer Title: CPPO Purchaser II Customer Number: 845-364-3821 Customer Email: mcsharak@co.rockland.ny.us</p> <p>Brief Description: The customer purchased Authentic8 cloud-native web browsing environment. Customer relationship start and end date: COTS purchased in March of 2022. Customers can renew and/or purchase support as needed.</p> <p><u>Reference #5:</u> The Chickasaw Nation Department of Commerce Customer Name: Keegan West Customer Title: Information Technology Buyer Customer Number: 580-272-1389 Customer Email: Keegan.West@chickasaw.net</p> <p>Brief Description: The customer bought Varonis software solutions that protect data from insider threats and cyberattacks. Customer relationship start and end date: COTS purchased in September 2022. Customers can purchase support and additional technology as needed.</p>
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2. Products & Services

2.1. PRODUCTS & SERVICES

<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>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities,</p>	<p>Government-wide mandates such as the Cloud First Policy and Federal Data Center Consolidation Initiatives, coupled with the need for flexibility, increased mission efficiencies, and cost savings, are driving the adoption of cloud computing across government agencies. However, federal procurement and contracting systems, budgetary processes, and current laws make it difficult for agencies to adopt the mandated policies. Agency mission requirements continue to expand under increasing budget constraints, requiring</p>
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installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

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

simultaneous delivery of new capabilities while ensuring mission success – all with little to no fault tolerance. To ensure success, agencies need to embrace an agile, flexible, and scalable approach to a cost-effective IT environment.

Those tasked with leveraging emerging cloud capabilities to rearchitect their environments need to take advantage of evolving technologies. Representing a broad selection of industry-leading brands, EC America helps government customers meet cloud mandates and increase the flexibility of their infrastructures through:

- A wide selection of industry-leading cloud solutions
- The most rapid path for acquisition
- Insight into how other agencies are embracing cloud adoption
- Aid in mapping requirements to available products for relevant, effective solutions
- Vendor-neutral cloud computing services

A Wide Range of Industry-Leading Cloud Services & Products. To realize the benefits of the cloud, you need rapid, reliable access to the strongest tools available – and the ability to help you choose the right solutions.

EC America delivers a wide range of technologies from more than 20 pure cloud vendors. Coupled with an understanding of emerging capabilities to harness the value of cloud architectures, EC America offers flexible financing models and an extensive ecosystem of cloud solution providers to transform hundreds of traditional software models into cloud offerings.

- Securely virtualize workloads
- Host solutions in public, private, hybrid, and/or community clouds
- Provision resources to increase infrastructure efficiencies
- Take advantage of increased IT flexibility and elasticity
- Leverage agile development to accelerate the delivery of applications

Innovative Consumption Models:

EC America’s extensive public sector knowledge and experience combined with flexible financial options enable us to supply cloud solutions to meet government customer and channel partner needs. Our vendor partnerships and an extensive array of IT services allow us to offer multiple delivery

options:

- Software as a Service (SaaS)
- Platform as a Service (PaaS)
- Infrastructure as a Service (IaaS)

Experience and Insight to Deliver the Ideal Cloud Solution:

EC America's cloud computing specialists have extensive knowledge of each of the product suites we represent, so we can map your requirements to the right cloud solution. And with nearly two decades of experience providing technology products to every federal agency and major state and local governments, we can offer valuable insight into how other customers are successfully addressing information management challenges like yours.

In addition, our diverse cloud vendor portfolio enables us to bundle complementary products together to save you money and speed up procurement.

Preferred Contract Vehicles and Business Partners Acting as a prime contractor or through partnerships with 800+ solution providers spanning every socio-economic status and technology specialization, EC America supplies easy access to technology products and services through the contract vehicles you prefer and the partners you trust.

Guaranteed Product Authenticity:

As the complexity of the technology supply chain increases, the risk posed by counterfeit or potentially tainted products and parts has never been greater. EC America, Inc.'s Trusted Supplier Program guarantees the authenticity of any product delivered while meeting legal and regulatory requirements – at no added cost – so you can buy with confidence.

Proposed Suppliers:

Citrix Systems, Inc. (Citrix)

Commvault Systems, Inc. (Commvault)

LogRhythm, Inc. (LogRhythm)

Netreo Inc. (Netreo)

Nutanix Inc. (Nutanix)

Open Text Inc.

(Opentext)

Palo Alto Networks (Palo Alto)

Qlik

SmartBear Software Inc. (SmartBear)

Tanium

Kronos Incorporated, a UKG company (Kronos)

Veeam Software Corporation (Veeam)

Citrix

Citrix is a leader in virtual apps and desktops. Citrix cloud services, allow users to more effectively use other Citrix technologies. Making it easier to move sensitive data to any cloud or cloud hybrid. Citrix has an extensive line-card of cloud and cloud-capable products. From Citrix DaaS, and Citrix Analytics for Performance to Citrix Secure Internet Access and Citrix EndPoint Management. The Citrix DaaS, Desktop as a Service, provides a secure workspace experience on any device. It's a managed DaaS solution, plus the advantage of more IT agility, more corporate security, and more end-user productivity.

Commvault

From a single Commvault dashboard, you can understand the current state of data across public, private and hybrid cloud environments. Commvault's Intelligent Data Services platform closes the business integrity gap while ensuring data stays available for business growth. These services can be provided anywhere: on-premises, hybrid, or multi-cloud, delivered via software as a service (SaaS), integrated appliance, or managed by partners. Commvault complements today's top public and private clouds with automated and proven tools designed to meet the data recovery SLAs of even the most complex organizations.

LogRhythm

LogRhythm Cloud provides a complete security information and event management (SIEM) system. The LogRhythm SIEM experience provides the flexibility of a SaaS solution. Data is secured and optimized simultaneously for transfer through encryption both in transit and at rest. Offering 24x7 infrastructure monitoring and applying the latest software patches and updates seamlessly. LogRhythm Cloud provides an intuitive, browser-based UI to make incident response and remediation easier than ever. Additionally, there's no hardware to manage and maintain. Immediate access is granted to a fully functioning SIEM by simply importing log data. The rapid deployment of the LogRhythm Cloud saves considerable time over an on-prem deployment. LogRhythm's cloud-based SIEM is the most complete SaaS SIEM on the market with the same robust and powerful analyst

capabilities as an on-prem SIEM Platform.

Netreo

Netreo transforms cloud monitoring from reactive to proactive. This ensures the top performance of mission-critical cloud applications. The Netreo proactive cloud monitoring identifies and prevents issues before they impact customers. Netreo provides fully automated onboarding, an intuitive UI, and customizable dashboards that automate device discovery and configuration. This vastly reduces training time and equips IT personnel with the data they need to make improvements. Through the reduction of alert noise and automation of recurring administrative tasks, Netreo continually improves operational efficiencies and overall value by reducing alert noise, performing configuration self-tuning, and automating recurring administrative tasks.

Nutanix

The Nutanix Cloud platform is a hybrid cloud infrastructure with unified multi-cloud management, unified storage, database services, and desktop services. It supports any application and workload, in all locations. Nutanix's, automated infrastructure management enables 1-click deployment of the cloud, patching, provisioning, and scaling with intuitive UI. The self-service IaaS allows users the power to furnish their own apps and services with built-in role-based governance. Nutanix offers, flexible storage options. Storage can be sized precisely to fit all needs and expanded quickly and easily as needs grow. Storage policies are applied on a per-workload basis. Nutanix cloud platform provides automated and secure networking with flexible and open compute AHV and advanced organizing system storage.

OpenText

OpenText cloud products are here to get users at any level started with information management and are the global market leader for Information Management. The OpenText Cloud products specialize in seamless systems integration, collaboration, and management across ecosystems, using a single digital backbone. OpenText offers solutions for content management, business networks, user experience management, security developer information management, AI & analytics, and digital process automation. OpenText, can help

manage information end-to-end, connect what matters, and accelerate business in the cloud.

Palo Alto

Palo Alto has two major cloud solutions; cloud-delivered security services and a cloud-native application protection platform. The cloud-delivered security solution is fully integrated and accessible from anywhere. The security service is the industry's most complete coverage in a single, all-in-one portfolio. Backed by the Palo Alto world-renowned Unit 42 threat research team. The Palo Alto cloud security service shares threat vector intelligence from 85,000 global customers across a seamless product ecosystem. This provides a one-of-a-kind protection stopping known, unknown, and zero-day threats 180x faster than any other solution. Prisma Cloud is a fully integrated, unified integrated Cloud-Native Application Protection Platform (CNAPP). The Prisma Cloud secures applications from code to cloud. This allows development operation and security teams to more efficiently accelerate secure development and deployment more. Fully flexible scalability, for customer, needs at the start of the cloud migration and throughout the expansion of the platform's use cases.

Qlik

Qlik cloud is an end-to-end data integration and analytics cloud platform. One platform, Qlik Cloud, transforms raw data into action by providing real-time information to drive immediate action. Qlik cloud is built for active intelligence, using real-time, AI-driven data and analytics. Providing ultimate flexibility with an open SaaS platform that is cloud-agnostic and allows for a hybrid deployment. Users have full access to a cloud platform without vendor lock-in. Compute entirely in Qlik's cloud or via a hybrid deployment. This adaptable analytics deployment option protects data location and local governance needs while providing unmatched performance and scale. Qlik cloud's active intelligence removes the need for manual resource-intensive tasks. Through automation, proactive data insights trigger action from relevant systems and downstream activities.

SmartBear

SmartBear products range from test automation, app stability management, test management and BDD, API lifecycle, performance testing,

collaboration, and open source. All of the SmartBear tools work seamlessly together on their own, or with tools from other suppliers. One of SmartBear's products, BitBar, is the most flexible cloud-based testing solution for mobile devices and browsers, allowing for manual and automated tests. BitBar helps users to stay ahead of the development curve. SmartBear understands that automation can't cover everything. However, the test automation products at SmartBear identify errors

faster, and can seamlessly fall in step with users' current processes. Performance testing is a major hurdle for all, SmartBear has apps in place to make sure everything is ready for high-traffic moments. Test management and BDD can be overwhelming, with massive amounts of data, SmartBear clears the path, allowing users to focus on the project goals and guide decisions. All of SmartBear's products focus on quality, scalability, and agility. The risk of rapid transformation is completely taken care of with SmartBear.

Tanium

Tanium provides the best platform to secure and manage your cloud-based infrastructure. Migrating to the cloud is a big undertaking, Tanium can provide critical insight, and identify opportunities to secure infrastructure beforehand. Strategic migration is a must, Tanium provides a new management paradigm that makes migration easier than ever. Starting with the identification of the correct applications to migrate, closing vulnerabilities before moving, and setting up a strategy for ongoing cloud operations that promotes security and efficiency. Tanium use cases in the cloud include endpoint protection, security hygiene, threat detection and response, IT Operations, and asset management.

Kronos

Kronos is the global leader in workforce management solutions, that are cloud capable. The Kronos line of products, enables organizations to control labor costs, minimize compliance risk, and improve workforce productivity. Kronos has applications for time and attendance, scheduling, absence management, HR and payroll, hiring, and labor analytics. The AI-powered workforce solutions can be tailored to meet the needs of each industry and provides intelligent platforms with operational

	<p>insights. Kronos provides three solution platforms and the opportunity to use individual applications to meet the needs of workforces big and small. For the public sector, Kronos understands the need to reduce compliance risk, increase operational efficiencies and retain top talent.</p> <p><u>Veeam</u></p> <p>The Veeam platform is the number one Hybrid Cloud Backup solution. Veeam understands that legacy backup doesn't stretch across the cloud and to succeed it is imperative that organizations have a native backup for all environments, ownership, and control of data as well as centralized management and visibility. Additionally, organizations of any size are enabled to securely store and manage cloud data with comprehensive support for the major public cloud platforms like AWS, Microsoft Azure, and Google Cloud. Users can protect exabytes of cloud data while avoiding overspending through policy-based management, immutability, and proactive cost calculation. Veeam's single-platform cloud backup solution, supports multiple clouds, with fast, flexible, and reliable backup, archiving, recovery and replication.</p>
<p>2.1.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>As the IT landscape evolves, new emerging technologies are brought to the market. These technologies include new cloud offerings as well as software. EC America is pleased to offer CCOG's eligible customers a complete catalog of offerings to help further secure and support their network.</p>
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>As a distributor, EC America is always welcoming new emerging technologies to our catalog. These technologies are new to the market and bring government customers innovative technology options. As these options may not be available on federal contracts such as GSA, we would welcome the opportunity to offer them to CCOG's eligible customers either through an open market line item or a special discounting program.</p> <p>Additionally, as the evolving IT landscape changes with security requirements and new advances in technology, our suppliers may occasionally bring new technology to the market. With these new categories, we would like to offer CCOG's eligible customers the ability to buy from our growing catalog of innovative solutions. We can do this</p>

	<p>through open market pricing and/or streamlining the existing supplier discount on the award pricelist.</p>
<p>2.1.4. 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>EC America, Inc., shall pass through the Supplier’s warranty and any end user license agreement (EULA) to the State. EC America has supplied the applicable supplier EULAs as a ZIP file titled “EC America Supplier EULAs”.</p>
<p>2.1.5. Security. Describe the security protocols in place to ensure the safe transmission of information being shared through your products and services.</p>	<p>Most of EC America’s proposed suppliers in this response are either FedRAMP or StateRAMP certified. Those that are not, are either in the process or their cloud offering doesn’t meet the requirements for certification.</p> <p><u>EC America, Inc.’s Proposed Suppliers:</u> Citrix Systems, Inc. (Citrix) → FedRAMP Authorized Moderate</p> <p>Commvault Systems, Inc. (Commvault) → FedRAMP in Process High</p> <p>LogRhythm, Inc. (LogRhythm) → evaluating FedRAMP and StateRAMP</p> <p>Netreo Inc. (Netreo) → evaluating FedRAMP and StateRAMP</p> <p>Nutanix Inc. (Nutanix) → FedRAMP Authorized Moderate</p> <p>Open Text Inc. (Opentext) → FedRAMP in Process Moderate</p> <p>Palo Alto Networks (Palo Alto) → FedRAMP Authorized Moderate</p> <p>Qlik → FedRAMP Authorized Moderate</p> <p>SmartBear Software Inc. (SmartBear) → evaluating FedRAMP and StateRAMP</p> <p>Tanium → FedRAMP in Process Moderate</p> <p>Kronos Incorporated, a UKG company (Kronos)</p>

	<p>→ evaluating FedRAMP and StateRAMP</p> <p>Veeam Software Corporation (Veeam) → evaluating FedRAMP and StateRAMP</p>
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3. Business Operations

3.1.1. Logistics

<p>3.1.2. <i>Distribution & Shipping Capabilities.</i> Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>As a leading value-added IT distributor that delivers mission-driven results to the public sector through our vast partner ecosystem, EC America is able to leverage our 300+ manufacturers and 1,200 solutions providers to provide product implementation, integration, and configuration services to our government customers. Leveraging our strong Channel Partner Network of certified supplier partners, solution providers, systems integrators, and value-add resellers (VARs) coupled with EC America’s project management oversight services, we ensure product support and successfully project completion.</p> <p>Delivery of products and services will be fulfilled by the respective suppliers and resellers/dealers. EC America will provide oversight of delivery by requiring suppliers to provide proof of entitlement (POE) for products and services. POE can be an email from the customer confirming receipt of delivery and/or delivery confirmation from the delivery method (FedEx, UPS, USPS). EC America will also conduct a customer satisfaction follow-up within 30 days of delivery.</p>
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3.2. Customer Service

<p>3.2.1. <i>Customer Service Department.</i> 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 of if they are a network of subcontractors.</p>	<p>EC America’s commitment to customer satisfaction is proven throughout its core business processes, from order processing and tracking to invoicing and beyond; all customers who have the product delivered to them through EC America are tracked in our Quality Management System. EC America keeps several work instructions and policies surrounding ensuring customer service and customer satisfaction. Every month, we measure our follow-up efforts with customers to ensure receipt of the product, ensure satisfaction with the order process, and help where appropriate. In all cases, our metrics are on target and better than industry standards.</p> <p>EC America is committed to supplying customers</p>
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	<p>with the following support services free of charge:</p> <ul style="list-style-type: none"> • Timely and accurate quarterly sales reports, based on current offerings and prices • Timely dispatch of up-to-date hard and soft copy ordering guides • Commercially available technical specifications, either on-line or in hard copy form, for any product available on our contracts, per a customer's request • Configuration analysis to figure out the suitability, correctness, and availability of our offerings to the customer's requirement <p>Further, EC America account teams supply acknowledgment within four (4) business hours of receipt of a quote request or purchase order; validated purchase orders are generally processed within 24 hours. Order receipt methods include mail, phone, and electronic means such as facsimile, e-mail, or other internet-based communications. Order status reports are available on-demand by contacting your account manager.</p> <p>The standard hours of operation for our customer service department are 8:30-5:30 EST, Monday through Friday. However, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the year, reflecting various fiscal year ends. As such, we use a cross-trained workforce to adapt to high-volume workloads and supply extended coverage when needed to ensure that resources are available to customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).</p>
<p>3.2.2. Training & Support. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?</p>	<p>EC America believes that training should start within its own four walls and build outwards. This ensures that the customer is not only receiving training on the technology they have just bought but through those whom they bought it from. EC America's sales staff is trained to communicate effectively and, in some cases, can offer high-level information on technology brands that we carry.</p> <p>Additionally, customers can receive training and support through EC America's authorized resellers/dealers as well as through the supplier's sales support staff.</p>

<p>3.2.3. Implementation. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as part of the software maintenance.</p>	<p>EC America is pleased to offer implementation and other resources to CCOG's eligible customers through the suppliers proposed in this response.</p> <p>EC America's proposed suppliers and resellers/dealers will be delivering implementation services where needed.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>EC America's sales teams have access to proposal templates that include boilerplate summaries of each business unit. We also have Statement of Work (SOW) templates for projects that will include implementation, travel, and expenses. These templates help streamline our process and ensure the government is receiving consistent documentation when working with EC America</p> <p><u>EC America's Purchase Order Process:</u></p> <p>Once EC America receives the customer purchase order (PO), a sales order cover is generated by our Inside Sales Representative. That sales order cover is then sent to our Oder Operations Team who follows a set of repeatable steps until they produce an output. The output is a PO to our supplier. This PO is then sent to the supplier for processing. This entire process has been ISO certified and is audited every few years.</p> <p><u>EC America's Invoice Process:</u></p> <p>EC America's invoicing process starts once the customer confirms receipt of the product, otherwise known as Proof of Entitlement (POE). Once POE has been indexed into our system, our Billing department will generate an invoice that will go out to the customer. Our customers will always receive the same invoice template. This ensures we are delivering consistent, reliable documentation each time we do business with the government.</p> <p><u>EC America's Standard Payment Terms:</u></p> <p>EC America's standard payment terms are NET 30.</p>

4. PRICING

4.1. Cost Proposal

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>EC America is proposing a discount percentage off MSRP on all products and services offered under the resultant contract. This methodology is commonly used across all major state, local, education, and federal contracts. This method is used on the GSA IT contracts.</p> <p>EC America publishes on its external website a pricelist for each contract that includes the following information:</p> <ul style="list-style-type: none">- Supplier name- Supplier part number- Supplier part description- MSRP- Customer-facing pricing (price after discount applied) <p>If needed, EC America can also make public the discounts for each supplier line.</p> <p>By providing this information, customers and CCOG will be able to validate pricing provided to them by EC America and/or EC America's authorized resellers/dealers.</p> <p>For the purpose of this response, EC America will be mirroring GSA pricing. This pricing will be reflected in Attachment B - Cost Proposal.</p> <p>Note: EC America is in the process of adding Netro to the GSA contract (GS-35F-0511T). We are providing the same discount and pricing to CCOG as in our GSA submission.</p>
<p>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.</p>	<p>Along with the public-facing pricelist and discounts, EC America also maintains an internal pricelist management system. This system archives pricing data for any changes that occur to a specific part number in our system. If the part number changes (description, price increase, decrease, and/or unit of measure), the pricelist management system will keep track of these changes in chronological order.</p> <p>This data is proprietary to EC America, however, upon request, EC America can provide information to CCOG on a case-by-case basis.</p>

<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>EC America will be mirroring GSA pricing. This pricing will be reflected in Attachment B - Cost Proposal.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>EC America will provide volume discounts and program-specific rebates when made available by the supplier to CCOG customers.</p>
<p>4.1.5. Pricing Open Market or Sourced Goods. If relevant, 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 Part One, Section 5 – Pricing.</p>	<p>EC America will provide the same pricing methodology as noted above: discount percentage off MSRP for all products (on contract and open market).</p>
<p>4.1.6. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>EC America will include all costs associated with purchasing the Commercial off the Shelf (COTs) products proposed in this response in the pricing document. There are no other costs associated with this response.</p>
<p>5. <u>Go-To-Market Strategy</u></p>	
<p>5.1. Bidder Organizational Structure & Staffing of Relationship</p>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p>	<p>Please find in the file named “EC America Key Contacts Resumes” the resumes of the following individuals.</p> <ol style="list-style-type: none"> 1. Executive Contact: Sudhir Verma 2. Contract Manger: Lisa Kilgore

<ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> 3. Sales Leader: Meghan Cohen 4. Reporting Contact: Lisa Kilgore 5. Marketing Contact: Jennifer Forte <p>Primary contact: Lisa Kilgore</p>
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<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>EC America has divided its sales team into four business units: Cyber Security Group (CSG), Infrastructure Systems Group (ISG), EnterpriseSoftware Group (ESG), and Enterprise Cyber Group (ECG).</p> <p>EC America’s sales organization is designed to identify, manage, and close business opportunities for our suppliers efficiently and effectively. The sales team includes:</p> <ul style="list-style-type: none"> • <i>Director of Sales:</i> Sets direction for the sales organization to exceed sales goals and grow vendor and partner relationships; holds key executive relationships with suppliers and partner community • <i>Sales Manager:</i> Oversees Supplier Manager, Inside Sales Manager, and Renewals Manager to execute against business plan and ensure the growth of the business and alignment to overall corporate strategic initiatives and objectives • <i>Supplier Manager:</i> Overall business owner and primary point of contact for suppliers; oversees day-to-day activities of the team and ensures sales and marketing activities are in alignment with the supplier’s initiatives • <i>Inside Sales Manager:</i> Oversees operational processes to ensure quality management, SLAs, and pipeline management; manages Insides Sales Representatives and supplies career development and coaching • <i>Inside Sales Representatives:</i> Execute the quoting, order processing, and pipeline management of the account; able to collaborate with partners to submit deal registrations; supplies pipeline reporting on
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	<p>a regular cadence to suppliers</p> <ul style="list-style-type: none"> • <i>Channel Development Representatives:</i> Coordinate channel value activities and execute sales for the account; find and recruit net new partners; plan enablement activities for both sales-focused and technical-focused events • <i>Lead Development Associates:</i> Set meetings for suppliers' sales reps and partner ecosystem in target accounts; work with supplier team on proper training and messaging <p>In addition, the CCOG contract the State and Local programs team, including dedicated Contracts Specialists, led by Chauncey Kehoe, SLED Program Contracts Manager.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>EC America's expectations for a resultant contract award include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Contract Kickoff with CCOG: to include introductions to CCOG and the EC America team. 2. Programmatic Kickoff with CCOG's Contract Team: Understanding key contract activities, deliverables, quarterly meetings, and marketing activities. 3. Events Discussion: find CCOG conferences, vendor days, and/or webinars.
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>We understand that the ultimate success of this contract for both EC America and CCOG will heavily depend on marketing efforts; EC America has a large and experienced marketing department that will actively market the CCOG contract directly to customers, suppliers, and Resellers with a rollout of these activities:</p> <ul style="list-style-type: none"> • Online Promotion <ul style="list-style-type: none"> • Co-branded press release (within 30 days of award) • Host and record an informational online seminar to be made available to our Supplier and Partner community on-demand introducing the CCOG

contract

- Dedicated contract website
- Product-specific educational webinars
- Social amplification through EC America's SLED team
- Customer- and Vendor-facing electronic brochure (PDF downloadable version on EC America's website)
- Trade Show Presence
 - Annual participation in the National Institute of Government Purchasing (NIGP) Conference where EC America will provide attendees with contract handouts and contract line card information
 - Annual participation in EDUCAUSE events where EC America will advertise respective CCOG contract
 - EC America will be conducting twelve webinars throughout the year with varying topics and will include CCOG contract highlights during sessions
- Advertising
 - Participation at supplier and reseller events where EC America will highlight the benefits of the CCOG contract
 - Conference-specific hard copy handouts
 - Social and Public Media outreach such as promoting the contract, events, and/or news on LinkedIn, Facebook, and Twitter
 - Continuation of the SLED 101 series in the government sales insider blog - blog post on benefits of CCOG contract

EC America's process emphasizes marketing information through the channel – our partners are the ones speaking daily with the customer community, and we amplify our market presence by supporting their efforts. We will provide marketing kits to partners to help them promote the contract vehicle with specific messaging approved by CCOG; the kits will include sample tweets, a contract FAQ, customer talking points, a link to the contract

website, and a press release for the partner to publish. We will begin implementing these activities within 90 days of award and continue to execute these marketing plans throughout the life of the contract to maintain an elevated level of awareness within the industry.

In addition to our marketing activities, EC America's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.

Sales Teams

- Meet with awarded suppliers to design and execute a tailored SLED strategy
- Develop a tailored training package for suppliers' sales teams, inclusive of CCOG-approved cobranded collateral
- Execute lead generation activities in efforts to build out sales pipelines

Partner Alliances

- Work to strengthen the depth and breadth of initial award: consult with resellers and service providers in our channel network to add eligible resellers/dealers to the contract
- Publicize award in monthly partner newsletter
- Find synergistic relationships between resellers and suppliers to offer a one-stop-shop contract for potential customers using preferred resellers

Contracts/Programs

- Work to strengthen the depth and breadth of the initial award: consult with additional suppliers on the EC America line card to add eligible suppliers to the CCOG vehicle
- Establish reporting and fee remittance workflow in EC America systems
- Set up contract profiles and pricelists in EC America systems
- Work with the marketing team to develop and launch a contract brochure, and dedicated webpage on our corporate website
- Create training curriculum and present materials to the sales team, supplier(s), and resellers/dealers

	<p>Sales team training in the EC America organization is centralized through our online education portal. Some of the courses are offered by instructor-led virtual training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at EC America and upon award, the EC America Contracts/Programs team will develop a curriculum to educate the salesforce, including authorized partners, on how to market the new contract. This course will serve to raise awareness of the CCOG contract, instruct reps on how to drive revenue through the vehicle, and ensure compliance with all orders received under the contract.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Based on EC America’s experience with cooperatives and understanding of the need for Cloud-based contracts for executive state agencies, we believe that the ramp-up time for a resultant contract will be much less than other cooperatives.</p> <p>Year 1: \$3M Year 2: \$7M Year 3: \$7M Year 4: \$8M Year 5: \$8M</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.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	<p>EC America currently holds several cooperatives with varying administrative fees. We have found that the cooperatives that are the most successful tend to be those that have an administrative fee at or below 2%. That said, the federal cooperative, GSA, and many statewide contracts that point back to GSA mirror the GSA administrative fee of 0.75%. This fee is easily digestible when participating resellers/dealers are in the deal flow. For example, the Ohio State Term Schedule, New Mexico Price Agreements, Texas DIR, and the Commonwealth of Kentucky all mirror the GSA administrative fee amount of 0.75%. That said, we have seen that cooperative fees tend to be higher, usually around the 1-2% mark.</p> <p>We have found that the 3% administrative fee hinders business under the distributor model as we are not able to supply margin relief to our resellers. The fee cuts into everyone’s margin and therefore reduces the use of cooperatives with that fee amount.</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>EC America confirms acceptance of this requirement.</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>EC America has a Point of Sales Reporting Portal that is used by our authorized resellers/dealers. EC America’s authorized resellers/dealers working under EC America contracts, are contractually bound to report sales conducted under EC America’s state, local, education, cooperative, and federal contracts each month. They are contractually bound to report on the 15th day of the following month. Once the portal has closed, EC America’s POS system applies internal rules to identify if the price sold to the customer is compliant. Meaning does the sold price match what we are contractually bound to sell at under the contract. Did the reseller/dealer overcharge the government? Did the reseller/dealer sell a product that is not on the contract? Was there</p>

a clerical error? The system will provide us with a report on the sales for that month. From there, the contract specialist assigned to the respective contract will go through each line of data and follow ISO-certified steps to resolve pricing/part discrepancies. This activity is conducted each week by six contract specialists.

For sales that are done directly through EC America and the customer, we have set in place a quoting tool that prevents sales operations specialists from overcharging the government and/or quoting products that are not on contract. This “do not pass go” feature ensures that the customers are receiving products at or below the contractually agreed upon price and for products that are on contract.

EC America’s extensive reporting capabilities and document repository provide the necessary foundation to meet the reporting requirements of this RFP.

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, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: [Click or tap here to enter text.](#)

[*Please note: EC America’s authorized resellers/dealers are located and registered throughout states in the U.S. Each of those states has its registration processes for small businesses, HUB, minority-owned, etc. Upon request, EC America can work with the resellers to provide documentation around certifications.](#)

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.

EC America, Inc. holds an ISO 9001:2015 certification. Please find a copy of the certification attached: file name

“EC America, Inc., ISO 9001:2015 Certification”

EC America’s authorized resellers/dealers are located and registered throughout states in the U.S. Each of those states has its registration processes for small businesses, HUB, minority-owned, etc. Upon request, EC America can work with the resellers to provide documentation around certifications.

Most of EC America’s proposed suppliers in this response are either FedRAMP or StateRAMP certified. Those that are not, are either in the process or their cloud offering doesn’t meet the requirements for certification. Upon request, EC America can work with the resellers to provide documentation around certifications.

Note:

If requested EC America, can work to provide any licenses, registrations and certifications held by our proposed suppliers and their partners.

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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. Company and subcontractors do not have any active, unresolved, or outstanding breach of contract claims for any government end use contracts held by company.

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. Company and subcontractors do not have any active, unresolved, or outstanding government investigations for performance against any government end use contracts held by company.

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:

EC America, Inc. is currently proposing the suppliers listed below. If awarded, a specific webpage will be created for this contract on our parent company, immixGroup's website. This webpage will be routinely updated by the EC America to reflect the most current and accurate information. If any other organizations are added EC America will update the CCOG specific contract vehicle webpage on the immixGroup website.

- Citrix
- Commvault
- Kronos
- Palo Alto Networks, Inc.
- Qlik
- Veeam
- LogRhythm
- Netreo
- Nutanix
- OpenText
- Smartbear
- Tanium

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, Chauncey Kehoe, hereby certify and affirm that EC America, Inc., 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, Chauncey Kehoe, hereby certify and affirm that EC America, Inc., 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, Chauncey Kehoe, hereby certify and affirm that EC America, Inc., 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

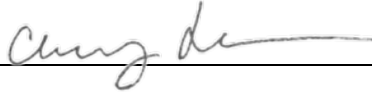
I, Chauncey Kehoe, hereby certify and affirm that EC America, Inc. either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Chauncey Kehoe, hereby affirm that this proposal accurately represents the capabilities and qualifications of EC America, Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature:



Printed Name:

Chauncey Kehoe

Company Name:

EC America, Inc. (a subsidiary of immixGroup, Inc.)

Mailing Address:

8444 Westpark Drive, Suite 200 McLean, VA 22102

Email Address:

Chauncey_Kehoe@immixgroup.com

Job Title:

Contracts Manager – State, Local, Education

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.

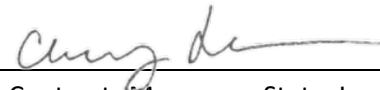
Respondents Name:

Chauncey Kehoe

Mailing Address:

8444 Westpark Drive, Suite 200 McLean, VA 22102

Signature



Title of Signatory:


Contracts Manager – State, Local, Education

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

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

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

Signature: 
Date: 11.08.2022

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

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

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

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

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

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


2. *Fingerprint & Criminal Background Checks*

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

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

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

Signature:



Date:

11.08.2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? CK
(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 their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? CK
(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? CK
(Initials of Authorized Representative)

3. **Equal Employment Opportunity**

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

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

Does Bidder agree? CK
(Initials of Authorized Representative)

4. **Davis-Bacon Act**

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

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? CK
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree? CK
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

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

Does Bidder agree? CK
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Bidder agree? CK
(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? CK
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

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

Does Bidder agree? CK
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

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

Does Bidder agree? CK
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

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

Does Bidder agree? N/A – All Goods and Services offered are Commercial Products or Commercial Services per FAR 2.101 and not subject to cost disclosure requirements.
(Initials of Authorized Representative)

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

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

Does Bidder agree? CK
(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? CK
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

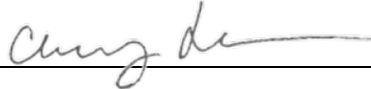
Does Bidder agree? CK
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? CK
(Initials of Authorized Representative)

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

Authorized signature: 

Printed Name: Chauncey Kehoe
Company Name: EC America Inc., (a subsidiary of immixGroup, Inc.)
Mailing Address: 8444 Westpark Drive, Suite 200 McLean, VA 22102
Job Title: Contracts Manager – State, Local, Education

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations

increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

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

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree? CK
(Initials of Authorized Representative)

Date: 11.08.2022

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

***Please note that if awarded and requested EC America, Inc. and relevant partners will complete the New Jersey forms/requirement.**

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. 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: Click or tap here to enter text.

Street: Click or tap here to enter text.

City, State, Zip Code: Click or tap here to enter text.

Complete as appropriate:

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

OR:

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

OR:

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

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

Name

Address

Interest

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

Signature:

Date:

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

B. Non-Collusion Affidavit

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip: Enter Bidder Name

State of New Jersey

County of Insert County name

I, Insert name here. of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

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

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

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: [Click or tap here to enter text.](#)

Street Address: [Click or tap here to enter text.](#)

City, State, Zip Code: [Click or tap here to enter text.](#)

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

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

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

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: _____

Title of Signatory: [Click or tap here to enter text.](#)

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to accurately 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.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey 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

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.

E. 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: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

***Please note that if awarded and requested EC America, Inc. and relevant partners will complete the New Jersey forms/requirement.**

PROPOSAL FORM 17: 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:

Section 2.5 (e) should be deleted entirely and replaced with the following to account for Orders placed under this Agreement:

"e. Order of Precedence."

(1) General Terms and Conditions, including any attachment and exhibits

(2) Terms contained within an Order issued Pursuant to these General Terms and Conditions, including any statements of work incorporated into said Order

Accepted DJR

(3) Documents referenced or included in any proposal submitted in response to a solicitation

Section 2.10 Effects of Termination should be revised to delete the first sentence entirely. Company requests this modification as Orders which are issued under the General Terms and Conditions prior to Termination should survive Termination. Failure to do so will create harm and administrative burden on the customers of this program.

Accepted DJR

(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 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

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

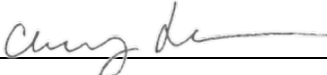
Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement.**

Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

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

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

Company Name EC America, Inc. (a subsidiary of immixGroup, Inc.)
Address 8444 Westpark Drive, Suite 200 McLean, VA 22102
City/State/Zip McLean, VA 22102
Phone Number 703-639-1565
Email Address Chauncey_Kehoe@immixgroup.com
Printed Name Chauncey Kehoe
Job Title Contracts Manager – State, Local, Education
Authorized Signature 

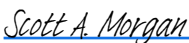
Initial Term of the Master Agreement


Contract Effective Date: January 1, 2023
Contract Expiration Date: December 31, 2026
Contract Number: COG-2139B

(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

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Scott A. Morgan (Dec 27, 2022 09:19 EST)
Name: Scott A. Morgan
As: CCOG Board President
Date: Dec 27, 2022

By: 
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Dec 23, 2022










Agreement - EC America & CCOG (Master) - 2023.01.01

Final Audit Report

2022-12-27

Created:	2022-12-23
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFHPvUgNq44fDudmQZDxLPBHExYgCaZ82

"Agreement - EC America & CCOG (Master) - 2023.01.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2022-12-23 - 2:22:49 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2022-12-23 - 2:27:22 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2022-12-23 - 2:27:42 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2022-12-23 - 2:27:51 PM GMT - Time Source: server- IP address: 71.72.142.169
-  Document emailed to smorgan@cuyahogalibrary.org for signature
2022-12-23 - 2:27:52 PM GMT
-  Email viewed by smorgan@cuyahogalibrary.org
2022-12-27 - 2:18:47 PM GMT- IP address: 66.213.22.193
-  Signer smorgan@cuyahogalibrary.org entered name at signing as Scott A. Morgan
2022-12-27 - 2:19:04 PM GMT- IP address: 66.213.22.193
-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
Signature Date: 2022-12-27 - 2:19:06 PM GMT - Time Source: server- IP address: 66.213.22.193
-  Agreement completed.
2022-12-27 - 2:19:06 PM GMT