



***REQUEST FOR PROPOSALS:***

Independent Third-Party Administration and Local Network  
Services

***RFP #:***

COG-2137

***ISSUED BY:***

The Cooperative Council of Governments  
On Behalf of Equalis Group

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

***DATED:***

July 15, 2022

***SECTION ONE:***

Part A – Overview, Scope, and Project Information

Part B – Conditions and Other Requirements

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

# **SECTION ONE**

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

## 1. Overview

This request for proposal (the “**RFP**”) is published by the Cooperative Council of Governments (“**CCOG**”) for the purpose of assisting in the creation of PublicSmart, a cooperative health plan for public employees that utilize ERISA self-funding with best-in-class network providers, administration, reinsurance, and education services (“**PublicSmart**”). At the conclusion of this RFP, CCOG will award a master cooperative purchasing agreement (the “**Master Agreement**”) to provide independent third-party administration and local network services to public agencies in the State of Ohio utilizing PublicSmart. PublicSmart will be made available to current and future members of Equalis Group (the “**Members**”) who select Taylor Oswald, an Ohio-based firm providing employee benefits and health management, and/or other authorized PublicSmart resellers, as their Agent of Record. Under applicable state statutes, public sector entities that join Equalis Group can participate in PublicSmart, working with through the resulting Master Agreement without having to conduct their own formal procurement process, thereby saving both themselves and an awarded supplier (a “**Winning Supplier**” or “**Supplier Partner**”) significant time and money. Each public sector employer will enter into its own Administrative Service Agreement (“**ASA**”) with the Winning Supplier after review of the plan specifics and the plan proposal.

## 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 and enter into a Master Agreement to the Winning Supplier(s) and Equalis Group.

## 3. Role of Equalis Group

Equalis Group works with lead public agencies, such as CCOG, to make Master Agreements available to public sector organizations across the country, 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, and ii) the financial terms between the parties and the reporting of contract utilization.

## 4. Role of Taylor Oswald

Oswald Companies, the largest insurance agency in Ohio, in conjunction with its Taylor Oswald affiliate, have a long history of building and maintaining insurance programs. As such, Taylor Oswald created and manages the PublicSmart Program for public employers in Ohio.

## 5. Purpose

The primary purpose of this Program is to offer public employers in Ohio a complete and comprehensive ERISA self-funded health program for which independent third-party administration and accessing to a local network are critical components. 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. Through the development of PublicSmart, the primary objective is to improve the economic efficiency and satisfaction with public employers’ health insurance plans.

## 6. Scope

CCOG is seeking proposals for respondents with the ability to provide expertise in the areas of Third-Party Administration and Network Services in support of an employer's funded health plan. This scope should be read as including all capabilities which support or complement the scope as defined.

## 7. RFP Documents

This RFP documents consist of the following:

### 7.1. Section One:

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

### 7.2. Section Two:

- Proposal Submission Package
  - a. Technical Proposal
  - b. Cost Proposal
  - c. Required Forms

### 7.3. Section Three:

- General Terms and Conditions of Master Agreement

### 7.4. Attachments:

- Attachment A – Sample Administration Agreement

## 8. 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	July 15, 2022
Pre-Proposal Meeting	July 28, 2022, from 12:30 PM to 1:30 PM Eastern*
Q&A Period Closes	August 1, 2022, at 5 PM Eastern
Q&A Responses Distributed	August 2, 2022
Deadline for Proposal Submission & Public Opening	August 5, 2022, at 3 PM Eastern*
Finalist Presentations	To Be Determined
Contract Award Issued	August 19, 2022 (estimated)

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

## 9. 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.**

## 10. 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.

## 11. 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.**

## 12. Communications Prohibited

From the issuance date of this RFP until an 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:

- 12.1. Any communications related specifically to the Question & Answer (Q&A) Period;
- 12.2. 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;
- 12.3. As part of any Bidder interview process or proposal clarification process initiated by CCOG, which CCOG deems necessary at its sole discretion; and
- 12.4. 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 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 the signed Master Agreement Signature Form in Section Two with its 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, and ii) the financial terms between the parties and the reporting of contract utilization. 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 including, but not limited to, product literature, technical specifications, and financial information must be provided and uploaded to Bonfire under "Supplemental Documents" as a separate document(s) from the proposal response. 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](mailto: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, Equalis Group, and Taylor Oswald makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total estimated annual volume for this contract category is three thousand (3,000) employee lives covered 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

All bidders must complete **Proposal Form 2: Cost Proposal**, in **Section Two** of this RFP, as a part of their proposal submission.

**Bidders cost proposal must include pricing for a standard bundle of administrative services and ala carte services, on a per employee per month ("PEPM") basis in addition to the network access fee for network providers supported by the Bidder. The cost proposal should also include all access fees for the network providers the Bidder supports.**

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 and PublicSmart. **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.
- f. **Relevant Information.** All line items included in your Cost Proposal should be fully described so there is no confusion as to what is provided.
- g. **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.

## 5.3. Pricing Methodology

Bidders will provide their cost proposal using the following methodology.

- a. **Per Employee Per Month ("PEPM").** Products and services are either individually priced or packaged into a group offering based on a per employee per month rate. For each line-item entry, Bidders must provide the price which will be offered to the Members ("**Contract Price**").

## 5.4. All Products and Services Must Be Priced

All products and additional services such as set up, access fees, upcharges, penalties, training, and other services must be priced. Any product or service provided free of charge should be listed on any resulting awarded contract in order to make those products and services available through the Master Agreement and PublicSmart.

# 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 ***seventy (70) points*** will be awarded for the Technical Proposal and points will be distributed according to the schedule below.

- **Supplier Overview and Qualifications** – Fifteen (15) total points.
- **Service Platform and Capabilities** – Twenty (20) total points.
- **Partnership Fit and Alignment** – Thirty-five (35) total points.

### 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 ***forty-five (45) points*** (a score which represents that Bidder can successfully perform the resulting contractual duties) out of the possible ***seventy (70) 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 ***forty-five (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 ***thirty (30) points*** will be awarded for the Cost Proposal and points will be distributed according to the schedule below.

- **Pricing of Products & Service** – Thirty (30) total

## 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 technically qualified supplier(s) offering the proposal most advantageous to the 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](mailto: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



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*6001 Cochran Road, Suite 333  
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***DATED:***

July 15, 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: Mandatory Supplier & Proposal Certifications**
- ☐ **Proposal Form 8: Debarment Notice**
- ☐ **Proposal Form 9: Lobbying Certification**
- ☐ **Proposal Form 10: Boycott Certifications**
- ☐ **Proposal Form 11: General Terms and Conditions Acceptance Form**
- ☐ **Proposal Form 12: Equalis Group Administration Agreement Declaration**
- ☐ **Proposal Form 13: Master Agreement Signature Form**

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## PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW &amp; QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	Enter legal name of entity responding to the RFP.	
1.1.2. Corporate Street Address:	Street Address, City, State & Zip.	
1.1.3. Organizational Structure. Provide a description of your organizational structure.	Click here to enter response.	
1.1.4. Total Number of Employees:	Click here to enter response.	
1.1.5. Total Number of Employees Dedicated to Health Care Claims Administration:	Click here to enter response.	
1.1.6. Primary Point of Contact/Account Manager. Provide information about the Account Manager assigned to work with customers and Taylor-Oswald to manage this program.	Contact Name:	Click here to enter response.
	Title:	Click here to enter response.
	Phone:	Click here to enter response.
	E-Mail Address:	Click here to enter response.
	Years of experience:	Click here to enter response.
1.1.7. 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.	Contact Name:	Click here to enter response.
	Title:	Click here to enter response.
	Phone:	Click here to enter response.
	E-Mail Address:	Click here to enter response.
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.	Click here to enter response.	
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.	Click here to enter response.	
1.2.3. Litigation. Describe any litigation in which your company has been involved in	Click here to enter response.	

the last three (3) years and the status of that litigation.	
<b>1.3. Industry Qualifications</b>	
<b>1.3.1. Network Relationship.</b> Describe what networks you access through third parties. Also describe what proprietary networks you've built and maintained.	Click here to enter response.
<b>1.3.2. Experience.</b> How long have you been providing Third Party Administration and Network Services? How many group clients? How much annual revenue is generated from providing Third Party Administration and Network Services? What's your average annual retention rate amongst clients?	Click here to enter response.
<b>1.3.3. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP?	Click here to enter response.
<b>1.3.4. Geographic Reach.</b> Provide an overview of your organization's service footprint in i) Ohio and ii) nationally.	Click here to enter response.
<b>1.3.5. Certifications and Licenses.</b> 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?  <b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b>	Click here to enter response.
<b>1.4. Public Sector Experience</b>	
<b>1.4.1. Council of Government.</b> Have you had any experience with COG's or similar types of cooperative arrangements?	Click here to enter response.
<b>1.4.2. Public Sector Cooperative Contracts.</b> 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.	
<b>1.4.3. Public Sector Clients.</b> How many public entities and related covered employees does your organization currently provide administrative services to?	Click here to enter response.
<b>1.4.4. Customer References.</b> If applicable, provide references of at least three (3) 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: <ul style="list-style-type: none"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	Click here to enter response.
<b>2. <u>Products &amp; Services</u></b>	
<b>2.1. General</b>	
<b>2.1.1. Council of Governments.</b> Are you able to support a Council of Government (“COG”) program that leverages the <b><u>O.R.C Section 167</u></b> regulation to allow public entities to purchase third party administration and network services?	Click here to enter response.
<b>2.1.2.</b> Are you willing to work with other service providers?	Click here to enter response.
<b>2.1.3. Actively-at-Work and Non-Confinement Rules.</b> Will your organization agree to waive all actively-at-work and non-confinement rules for the existing group when the initial enrollment takes place?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2.1.4.</b> Can you support varied contract lengths amongst various groups within a COG?	Click here to enter response.

2.1.5. List any states where you cannot perform third party administration and network services.	Click here to enter response.
2.1.6. <b>Administrative Services Agreement.</b> Please provide, as an attachment to your proposal submission, a copy of your standard Administrative Services Agreement template.	Click here to enter response.
<b>2.2. Medical</b>	
2.2.1. <b>Balance Billing.</b> Are providers prohibited by contract from balance billing? Explain how claims are adjudicated for hospital-based non-network providers working in a network hospital.	Click here to enter response.
2.2.2. <b>Access Fees and Other.</b> Confirm that all access fees and other administrative or required reserve charges are included in your rates as quoted.	Click here to enter response.
2.2.3. <b>Indemnification.</b> Confirm that participants will be held harmless under your provider agreements for amounts owed by the plan to the provider.	Click here to enter response.
2.2.4. <b>Employee Assistance Program ("EAP").</b> Indicate if your medical plan comes with an EAP option and what is the visit model and services available.	Click here to enter response.
<b>2.3. Network</b>	
2.3.1. <b>Physician Turnover.</b> What is the percentage of turnover of physicians in your network?	Click here to enter response.
2.3.2. <b>Network Changes.</b> Have there been any changes to your hospital network within the last two years or are there pending terminations or additions to your network?	Click here to enter response.
2.3.3. <b>ACO &amp; PCMH.</b> What percentages of Physicians/Hospitals in your network are contracted using some sort of Accountable Care Organizations ("ACO") or Patient Control-Centered Medical Homes ("PCMH") capital methodology?	Click here to enter response.
2.3.4. <b>ACO &amp; PCMH Reporting.</b> What reporting can be provided to identify ACO and PCMH cost and estimated bonus	Click here to enter response.

<p>payments? Additionally, how does your organization estimate and value an ROI on these provider relationships?</p> <p>Please provide, as a separate attachment, sample reports.</p>	
<b>2.3.5. Network(s).</b> What are your primary and secondary networks?	Click here to enter response.
<b>2.3.6. Backup Network(s).</b> What backup networks does your plan utilize if any, should a member seek care outside of a network environment? And how are the discounts calculated for a self-funded client?	Click here to enter response.
<b>2.3.7. Hospital Contracts.</b> Can you adjudicate an outside hospital contract if we decide to contract directly with a hospital? If yes, then what restrictions, if any, need to be considered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Click here to enter response.
<b>2.3.8. Remote Patient Monitoring.</b> What Remote Patient Monitoring (“RPM”) providers do you currently interface with and are you willing and able to add others at our request?	Click here to enter response.
<b>2.4. Claims Information</b>	
<b>2.4.1.</b> Can employees view current and historical claim information online? If so, what are the security guidelines and how far back can members view claim data?	Click here to enter response.
<b>2.4.2.</b> What is your process for handling large claims in excess of \$25,000, including oversight and approval?	Click here to enter response.
<b>2.4.3.</b> What percentage of claims are auto-adjudicated (i.e., paid by the system after data entry is complete)?	Click here to enter response.
<b>2.4.4.</b> Describe your internal audit procedures. Your response may/should include, but is not limited to, audit frequency, samples sizes, and selection process	Click here to enter response.
<b>2.4.5.</b> Confirm your willingness to pay for an outside audit of claims by an auditor of the participant’s choice.	Click here to enter response.
<b>2.4.6.</b> What is your administrative process to identify and pursue subrogation claims,	Click here to enter response.

including any related fees or charges? If subrogation is outsourced, provide the name of the firm.	
<b>2.4.7.</b> Outline the performance and discount guarantees you are proposing. Include the formula for how they are calculated and how often credits are paid for performance below the guarantee.	Click here to enter response.
<b>2.4.8.</b> What is your utilization review process and how does it integrate with your medical management and wellness programs?	Click here to enter response.
<b>3. <u>Business Operations</u></b>	
<b>3.1. Customer Service</b>	
<b>3.1.1.</b> Will this account have a dedicated claim service team? If so, list the team members and their qualifications.	Click here to enter response.
<b>3.1.2.</b> Provide the following performance statistics for your latest quarter: <ul style="list-style-type: none"> <li>• Average speed to answer</li> <li>• Call abandonment rate</li> <li>• Average time to abandon</li> <li>• Average time in the queue</li> </ul>	Click here to enter response.
<b>3.1.3.</b> Do the customer service representatives also perform claims processing functions, or is claims processing a function performed by dedicated claims processors?	Click here to enter response.
<b>3.1.4.</b> Is there a toll-free number available to answer questions from the group contact and/or members? Does it include access to provider listings? Are incoming calls recorded and/or logged? Provide your customer service phone number, location and hours of operation.	Click here to enter response.
<b>3.1.5.</b> Do you have Interactive Voice Response (“IVR”) capabilities before and/or after hours? If yes, during what times is the service available? What information is available to employees via the IVR system?	Click here to enter response.

<b>3.1.6.</b> What is your quality assurance or audit program for customer service?	Click here to enter response.
<b>3.2. Quality Assurance</b>	
<b>3.2.1.</b> Does your plan have a quality assurance committee? If so, how often do they meet? Provide a listing of its membership.	Click here to enter response.
<b>3.2.2.</b> Enclose a copy of your network quality improvement plan, if available.	Click here to enter response.
<b>3.3. Administration</b>	
<b>3.3.1.</b> Describe the services you provide for the initial enrollment and transition to your company? Your answer should include, but is not limited to, availability of your company representatives in the enrollment process and employee meetings.  <b>NOTE:</b> Please include a sample employee communication and material packet as part of your proposal submission package.	Click here to enter response.
<b>3.3.2.</b> Will representatives of your company be available in the enrollment process and employee meetings?  Include (as an attachment) a sample employee communication and material packet.	Click here to enter response.
<b>3.3.3.</b> Identify any administrative functions, which can be handled via the Internet and what is the level and method of client access to eligibility and claim systems.	Click here to enter response.
<b>3.3.4.</b> Explain in detail the steps you anticipate will be needed to ensure a smooth implementation. Include a definition of specific activities and a detailed timetable of events. Provide an implementation timeline. The timetable should include dates for employee meetings, the issuance of ID cards, claim forms, contracts, and administration forms, etc.	Click here to enter response.
<b>3.3.5.</b> Does your system maintain both employee and dependent eligibility data?	Click here to enter response.

Please confirm your agreement to accept the electronic eligibility in a format established by the Participant.	
<b>3.4. Data and Reporting</b>	
<b>3.4.1.</b> Indicate whether the following reporting is available with your system, at no additional charge for all lines of coverage.	<a href="#">Click here to enter response.</a>
<b>3.4.2.</b> At a minimum, can you provide the following Monthly claims experience by the COG as a whole and sub-group (group and plan) <ul style="list-style-type: none"> <li>• Monthly contract counts by sub-group (group and plan)</li> <li>• Monthly large claims more than \$10,000 with diagnosis/prognosis/name/ID number</li> <li>• Summary experience by sub-group and procedure code, MDG and DRG.</li> <li>• Aggregate and detail utilization reports for non-network, as well as in-network.</li> <li>• Comparison of actual plan performance to network goals or other comparative data.</li> <li>• What is the source of the comparative data? Provide samples.</li> <li>• Top 100 providers reported quarterly by dollar, volume, code, number of claimants and members</li> <li>• Claims by relationship class</li> <li>• Disease management</li> <li>• Case management</li> <li>• Specific “data slices” to ascertain the answer to a specific question/problem</li> <li>• Eligibility file weekly to PBM vendor at no additional cost (if applicable)</li> <li>• Attach samples of these required reports in your response.</li> </ul>	<a href="#">Click here to enter response.</a>
<b>3.4.3.</b> Can these reports be produced electronically on a monthly, quarterly,	<a href="#">Click here to enter response.</a>



and annual basis? If so, in what format? Provide the standard reporting package that can be prepared for the employer and indicate what additional charges, if any, would be required for ad-hoc reports.	
<b>3.4.4.</b> Provide a sample of a stop-loss reporting package and confirm that the reports will be provided at no additional cost.	Click here to enter response.
<b>3.5. Flexible Spending Accounts ("FSA") &amp; Health Saving Accounts ("HSA") - Debit Cards</b>	
<b>3.5.1.</b> What financial institution do you use for debit cards?	Click here to enter response.
<b>3.5.2.</b> Do you require claims substantiation for all debit card swipes? What is the form of substantiation?	Click here to enter response.
<b>3.5.3.</b> Discuss your methodology for updating current merchant codes for acceptable/approved merchants for debit card use.	Click here to enter response.
<b>3.5.4.</b> Will your firm accept a carrier claims feed for automatic substantiation? What, if any fees are required?	Click here to enter response.
<b>3.5.5.</b> For an FSA, does your firm allow for an employer to elect either a grace period OR rollover? What are both options, if available?	Click here to enter response.
<b>3.6. FSA &amp; HSA - Funding Mechanisms</b>	
<b>3.6.1.</b> For FSA only, what is your standard response time to inquiries?	Click here to enter response.
<b>3.6.2.</b> For FSA only, what is the year-end forfeiture and reconciliation process?	Click here to enter response.
<b>3.6.3.</b> For FSA only, how are Health Care FSAs (contributions, claims, etc.) handled during an employee's leave of absence?	Click here to enter response.
<b>3.6.4.</b> What funding mechanisms are available (i.e., claims funding, contribution funding)?	Click here to enter response.
<b>3.6.5.</b> How often do you require reimbursement from the plan sponsor for FSA claims paid?	Click here to enter response.

<b>3.6.6.</b> What mechanisms are in place to receive reimbursements? (i.e., ACH, wire transfer, check)	Click here to enter response.
<b>3.6.7.</b> Do you offer the ability to pay the reimbursement directly to the provider?	Click here to enter response.
<b>3.6.8.</b> What is the claims turnaround time for clean claims?	Click here to enter response.
<b>3.6.9.</b> What web-based information/services are available (i.e., enrollment, claims submission, claims status, balance inquiries, etc.) for both participants as well as Plan Sponsors?	Click here to enter response.
<b>3.6.10.</b> What are the options available for the plan sponsor to update eligibility/enrollment information with your firm?	Click here to enter response.
<b>3.6.11.</b> How are Dependent Care FSAs (contributions, claims, etc.) are handled during an employee's leave of absence?	Click here to enter response.
<b>3.6.12.</b> What standard reporting is available?	Click here to enter response.
<b>3.6.13.</b> What ad-hoc reporting is available?	Click here to enter response.
<b>3.7. COBRA</b>	
<b>3.7.1.</b> What are the options available for the plan sponsor to update COBRA eligibility/enrollment information with your firm?	Click here to enter response.
<b>3.7.2.</b> What is your process for updating eligibility with insurance carriers?	Click here to enter response.
<b>3.7.3.</b> What is your COBRA takeover process?	Click here to enter response.
<b>3.7.4.</b> Indicate your guarantees for a turnaround time of the following: <ul style="list-style-type: none"> <li>• Turnaround time from receipt of COBRA Election to system enrollment.</li> <li>• Turnaround time from system enrollment to notification of carriers for new participants.</li> <li>• Turnaround time from system enrollment to notification of carriers for terminations.</li> </ul>	Click here to enter response.

<ul style="list-style-type: none"> <li>• Turnaround time from system enrollment to notification of carriers for family status changes.</li> </ul>	
<b>3.7.5.</b> What is your process to receive premium payments from participants?	Click here to enter response.
<b>3.7.6.</b> What is your process to remit premium payments to the employer?	Click here to enter response.
<b>3.7.7.</b> How do you handle partial payments?	Click here to enter response.
<b>3.7.8.</b> How do you handle payments received after the grace period?	Click here to enter response.
<b>3.7.9.</b> What is your process for notifying carriers of COBRA coverage reinstatement?	Click here to enter response.
<b>3.7.10.</b> What is your process for notifying carriers of COBRA coverage termination?	Click here to enter response.
<b>3.7.11.</b> Outline your process to determine extended eligibility in the case of a second qualifying event or disability extension. What is the employer's involvement in that process?	Click here to enter response.
<b>3.7.12.</b> What role would your firm plan in a regulatory audit?	Click here to enter response.
<b>3.7.13.</b> What standard reporting is available?	Click here to enter response.
<b>3.7.14.</b> What ad-hoc reporting capabilities are available?	Click here to enter response.
<b>4. <u>GO-TO-MARKET STRATEGY</u></b>	
<b>4.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	
<b>4.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas; <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> Indicate who the primary contact will be if it is not the Sales Leader	Click here to enter response.
<b>4.1.2. Sales Organization.</b> Provide a description of your sales organization, including key	Click here to enter response.

staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	
<b>4.2. Contract Implementation Strategy &amp; Expectations</b>	
<b>4.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?	Click here to enter response.
<b>4.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	Click here to enter response.
<b>5. ADMIN FEE &amp; REPORTING</b>	
<b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	
<b>5.1.1. Administrative Fee.</b> Are you willing to include a line-item PEPM for Oswald/Taylor Oswald advisory services that will be determined on a client-by-client basis?	<input type="checkbox"/> <b>Agree</b> to proposed Administrative Fee <input type="checkbox"/> <b>Negotiate</b> Administrative Fee. Provide additional information below if you opt to negotiate. <a href="#">Click here to provide additional information.</a>
<b>5.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports as detailed in <b>Attachment A – Sample Administrative Agreement</b> .	Click here to enter response.
<b>5.1.3. Self-Audit.</b> 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.	Click here to enter response.
<b>5.1.4. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b>NOT</b> included in the pricing submitted with your response. This cost includes all	Click here to enter response.

<p>additional charges that are not directly identified in your pricing model. For example, list costs for items like set up, training, or proposal development. Identify any parties that impose such costs and their relationship to the Bidder.</p>	
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## PROPOSAL FORM 2: COST PROPOSAL

Bidders are required to answer the questions provided here in **Proposal Form 2: Cost Proposal**. The responses to these questions will serve as the basis for the Master Agreement's Contract Pricing. This Cost Proposal should accurately reflect the pricing of products, services, and solutions being offered to Equalis Group Members through PublicSmart.

Bidder's Cost Proposal must comply with the information provided in **Section One, Part C, Subsection 5 – Cost Proposal & Pricing**.

1. <u>PRICING</u>	
1.1. Cost Proposal	
1.1.1. <b>Standard Bundle of Services.</b> List, describe, and provide a PEPM pricing for the standard bundle of administrative services your organization plans to make available through the Master Agreement.	Click here to enter response.
1.1.2. <b>Ala Carte Services.</b> List, describe, and provide PEPM pricing for the ala carte services your organization plan to make available through the Master Agreement.	Click here to enter response.
1.1.3. <b>Network Access Fees.</b> List, describe and provide pricing for the network access fees that will be charged to a Program Participant.	
1.1.4. <b>Auditable.</b> 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.	Click here to enter response.
1.1.5. <b>Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b><u>NOT</u></b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified in your pricing model. For example, list costs for items like set up, training, or proposal development. Identify any parties that impose such costs and their relationship to the Bidder.	Click here to enter response.

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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: ☐Yes ☐No

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

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

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

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

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: ☐Yes ☐No

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

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: ☐Yes ☐No

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

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: ☐Yes ☐No

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

**f. Other**

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

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

## PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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

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

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

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## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

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

- ☐ Yes
- ☐ No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

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

Provide statement here. [Insert statement here.](#)

### 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. [Insert statement here.](#)

## PROPOSAL FORM 7: 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, **Insert name here.**, hereby certify and affirm that **Bidder Name**, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, **Insert name here.**, hereby certify and affirm that **Bidder Name**, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, **Insert name here.**, hereby certify and affirm that **Bidder Name**, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I, **Insert name here.**, hereby certify and affirm that **Bidder Name** 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, **Insert name here.**, hereby affirm that this proposal accurately represents the capabilities and qualifications of **Bidder Name**, 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 8: 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:

Click or tap here to enter text.

Mailing Address:

Click or tap here to enter text.

Signature

Title of Signatory:

Click or tap here to enter text.

## PROPOSAL FORM 9: 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: [Click or tap here to enter text.](#)

## PROPOSAL FORM 10: 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? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

## PROPOSAL FORM 11: 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:

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

*(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 12: 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 13: 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	<u>Company Name</u>
Address	<u>Address</u>
City/State/Zip	<u>City, State, Zip</u>
Phone Number	<u>Phone Number</u>
Email Address	<u>Email Address</u>
Printed Name	<u>Print Name</u>
Job Title	<u>Job Title</u>

Authorized Signature \_\_\_\_\_

### Initial Term of the Master Agreement

Contract Effective Date: September 1, 2022

Contract Expiration Date: August 31, 2024

Contract Number:

*(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: \_\_\_\_\_  
Name: Scott A. Morgan  
As: CCOG Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric Merkle  
As: SVP, Procurement & Operations  
Date: \_\_\_\_\_



***REQUEST FOR PROPOSALS:***

Independent Third-Party Administration and Local Network  
Services

***RFP #:***

COG-2137

***ISSUED BY:***

The Cooperative Council of Governments  
On Behalf of Equalis Group

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

***DATED:***

July 15, 2022

***SECTION THREE:***

Part A – General Terms and Conditions of Master  
Agreement

## Section Three, Part A – General Terms and Conditions of Master Agreement

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

### 1. RECITALS

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

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

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

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

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

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

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

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

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

## 2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for two (2) 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 three (3) additional one (1) year periods by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party.

Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
  - (1) General terms and conditions
  - (2) Specifications and scope of work
  - (3) Attachments and exhibits
  - (4) Documents referenced or included in the solicitation

## 2.6. **Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by

the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

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

**2.8. Notice & Opportunity to Defend; Limitations & Thresholds.**

- a. Notice; Opportunity.** If any losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**2.9. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal,

and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

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

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

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

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

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

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

**a. Addresses for Notices.** Written notices for the Winning Supplier will be sent to the 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

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

**2.16. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable



by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

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

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

**2.19. Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

## Attachment A – Equalis Group Sample Administration Agreement

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

### SECTION 1. RECITALS

- A.** The Cooperative Council of Governments, Inc. ("**CCOG**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master cooperative purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** CCOG issued request for proposal ("**RFP**") #COG-2137 dated July 15, 2022, for contracting on behalf of Equalis Group Members for independent third-party administration and local network services and awarded a contract to Winning Supplier for the products and services included in their submitted proposal ("**Products & Services**").
- C.** CCOG, Equalis, and Winning Supplier entered into that certain master cooperative purchasing agreement (the "**Master Agreement**") #**contract number** effective as of the Effective Dates to provide Products & Services to Equalis Group Members.
- D.** Equalis serves as the contract administrator of the Master Agreement on behalf of CCOG.
- E.** Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**").
- F.** Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- G.** Winning Supplier desires to provide Products & Services to Prospective Participants through Equalis Group.

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

## SECTION 2. BUSINESS TERMS

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

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

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

(ii) **Appendix B** defines the financial terms between the Parties.

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

2.4. **Publicity & Joint Marketing.**

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

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

## SECTION 3. TERMS & CONDITIONS

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

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

3.3. **Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, 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. Under no circumstances shall Winning Supplier provided any personal health information ("**PHI**") to Equalis Group or CCOG.

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

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

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

a. If to **Winning Supplier:**

and with copy to:

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

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

b. If to **EQUALIS:**

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

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

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

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

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

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

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

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

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

***[SIGNATURE PAGE TO FOLLOW]***

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

**WINNING SUPPLIER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As: \_\_\_\_\_  
Date: \_\_\_\_\_

**EQUALIS GROUP LLC**

By: \_\_\_\_\_  
Name: Eric Merkle  
As: SVP, Sourcing & Operations  
Date: \_\_\_\_\_

SAMPLE

## APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

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

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

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Spend Data</b>	Total Customer Spend \$ *required
	Number of Covered Employees % *required
	Aggregate PublicSmart Administrative Fees Collected *required
	Equalis Group Administrative Fees *required
	Total Winning Supplier Fees and Cost Charged to Customer *required



## APPENDIX B: FINANCIAL TERMS

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

### 1. Administrative Fee.

Taylor Oswald shall establish and communicate to Winning Supplier a per employee per month ("**PEPM**") administrative fee (the "**PublicSmart Administrative Fee**") for each Program Participant. Taylor Oswald and Equalis Group shall instruct Winning Supplier how the PublicSmart Administrative Fee for each Program Participant is to be split between Taylor Oswald and Equalis Group. Winning Supplier shall incorporate the PublicSmart Administrative Fee as a line item on the invoices Winning Supplier submits to Program Participants and collect the PublicSmart Administrative Fee from each Program Participant. Winning Supplier shall remit to Equalis Group its portion (the "**Equalis Group Administrative Fee**") of the PublicSmart Administrative Fee and shall remit to Taylor Oswald its portion (the "**Taylor Oswald Administrative Fee**") invoiced during the prior calendar month on or before the fifteenth (15<sup>th</sup>) of each month. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.