



REQUEST FOR PROPOSALS:

**Athletic & Sports Related Supplies, Equipment, and
Apparel**

RFP #:

COG-2144

ISSUED BY:

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

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

DATED:

February 10, 2023

SECTION TWO:

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

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

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

TECHNICAL PROPOSAL

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

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

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

OTHER REQUIRED PROPOSAL FORMS:

- ☐ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☐ **Proposal Form 4: Certifications and Licenses**
- ☐ **Proposal Form 5: Unresolved Findings for Recovery**
- ☐ **Proposal Form 6: Mandatory Disclosures**
- ☐ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☐ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☐ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☐ **Proposal Form 10: Debarment Notice**
- ☐ **Proposal Form 11: Lobbying Certification**
- ☐ **Proposal Form 12: Contractor Certification Requirements**
- ☐ **Proposal Form 13: Boycott Certification**
- ☐ **Proposal Form 14 Federal Funds Certification Forms**
- ☐ **Proposal Form 15: Arizona Contractor Requirements**
- ☐ **Proposal Form 16: New Jersey Requirements**
- ☐ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☐ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☐ **Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS	
1.1. Company Information	
1.1.1. Company Name:	ASB Sports Acquisition Inc DBA Game One
1.1.2. Corporate Street Address:	6128 Merger Drive Ste. E Holland Ohio 43528
1.1.3. Website:	www.Game-One.com
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	ASB Sports Acquisition Inc was formed in January of 2018. ASB Sports acquired 9 established team dealers across the country including Athletic Supply TX, Barcelona Sports TX, Team Sports OH, Graphic Edge IA, and Universal Athletic MO.
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name: Sammy Barcelona
	Title: Regional Sales Manager
	Phone: 832-978-1156
	E-Mail Address: Sammy.barcelona@game-one.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name: Jennifer Miller
	Title: CFO
	Phone: 443-889-2545
	E-Mail Address: Jennifer.miller@game-one.com
1.2. Financial Strength & Legal Considerations	
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.	See attached.
Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, respondents may mark the information as a "Trade Secret" and the	

response will be redacted from any future use of the RFP 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.	N/A
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	N/A
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Game One is an athletic sporting goods dealer representing all major manufacturers in the industry.
1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Game One is authorized by the manufactures for all sales of the products we provide.
1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Game One will serve as the single point for all sales.
1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	N/A

your network independent or company owned?	
1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	Game One was formed by bringing 8 industry leading companies together. Each company has provided the products and services outlined in this contract for over 40 years each. Game one (as a new entity) has been providing the same products and services for 5 years. 100% of the companies revenue was generated from products and services outlined in this RFP.
1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	Game One is a nationwide company with over 180 sales representatives across the country. We also have warehouses and decoration facilities in the Western, Central, and Eastern parts of the United States. We intend to service all 50 states.
1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications? NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u>	N/A
1.4. Public Sector Experience	
1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts	TIPS-Contract 200204 2020- \$1,050,000 2021- \$801,700 2022- \$1,411,150 Buyboard- Contracts 665-22/670-22 2020- \$7,297,650 2021- \$8,523,800 2022- \$6,439,150
1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	\$160mm – 80%
1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue	\$10mm – 5%

generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>Steve Moniaci – Athletic Director, Houston Christian University smoniaci@HBU.edu 281-649-3096 Game One has been the sole provider of all Athletic Apparel and Equipment for HCU for 8 years. We have had a working relationship with Steve for over 20 years.</p> <p>Paige Hershey – Executive Athletic Director, Spring Branch ISD Kara.Hershey@springbranchisd.com 713-251-1200 Game One has provided SBISD with Athletic Apparel, Equipment, and reconditioning services for over 40 years. We have had a working relationship with Paige for over 20 years.</p> <p>Vivian Dancy – Athletic Director, Galena Park ISD vdancy@galenaparkisd.com 832-386-4330 Game One has provided Galena Park ISD with Athletic Apparel, Equipment, and reconditioning services for over 40 years. We have had a working relationship with Vivian for over 20 years.</p> <p>Andre' Walker – Executive Athletic Director, Houston ISD Awalker2@HoustonISD.org 713-556-6924 Game One has provided Houston ISD with Athletic Apparel, Equipment, and reconditioning services for over 40 years. We have had a working relationship with Andre for over 15 years.</p> <p>Ray Zepeda – Athletic Director, Cypress Fairbanks ISD Raymond.Zepeda@cfisd.net 281-894-3980 Game One has provided Cy-Fair ISD with Athletic Apparel, Equipment, and reconditioning services for over 40 years. We have had a working relationship with Ray for over 15 years.</p>

2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help</p>	<p>Game One provides all products related to athletic supplies, equipment, and apparel. Our offering includes custom uniforms, stock uniforms, practice/workout apparel, staff/admin apparel, gym equipment, field equipment, medical/training room supplies, scoreboards, video boards, audio, weight room supplies, netting/screens, etc. We offer professional installation on many products offered, reconditioning of equipment, and repairs. Game One has many decoration facilities across the country that offer screen printing, embroidery, tackle twill, cad cut, and digital decoration. This allows Game One to offer a turnkey solution for apparel needs. We extend all factory warranties and stand behind all products and services offered. Our highly trained and experienced sales reps offer a solution based approach to accommodate the needs of the customer.</p>
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2.1.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.	N/A
2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.	Game one can accommodate Open Market Products by sourcing these request to vendors outside of our normal vendor network.
2.1.4. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B - Cost Proposal</u> .	Manufacturers warranties vary depending on the manufacturer and product. We can furnish a copy of any manufactures standard warranty at the request of the customer.

3. Business Operations

3.1.1. Logistics

3.1.2. Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach. Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.	Game One has distribution facilities in Arizona, Texas, Iowa, Montana, and Ohio. Our standard shipping method is UPS ground but also offer expedited services such as next day and 2 nd day air. We drop ship items directly from the manufacture if the item is not stocked in our warehouse. We also use various LTL freight carriers for large items that cannot be shipped via UPS.
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3.2. Customer Service

3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service	Game One's customer service is company owned and operated during normal business hours, 8:30am-5:00pm. We have a team of over 30 CSR's. Each sales representative has a designated CSR that supports order maintenance, tracking, returns, and order flow from start to finish. Our CSR's reside in various locations and support their designated region.
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<p>centers are owned by your company or if they are a network of subcontractors.</p>	
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>Each order will be placed by the designated sales rep depending on region and account. The designated CSR will manage the order flow until it is ready to invoice. The invoice will be generated and sent to the customer by one of our designated Account Specialist. Our normal terms are Net 30 and we accept payments by check, credit card, or bank transfer.</p>
<p>3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>We do not offer financing.</p>
<p>4. PRICING</p>	
<p>4.1. Cost Proposal</p>	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>Our pricing model is based on a discount off MSRP. Depending on the manufacturer, we will offer a set discount that can be applied to all items the manufacturer offers. This can be audited by finding the MSRP via manufacturers catalog or website and applying the given discount.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>This can be audited by finding the MSRP via manufacturers catalog or website and applying the given discount.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>N/A</p>

4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Depending on the quantity and item, Game One can offer a deeper discount off MSRP. This will be noted on the quote given to the customer.
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.	All shipping charges will be added to the individual quote or order. Game One will pass along any discounts given by the carrier but will never exceed published UPS, Fed Ex, or LTL rates.
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request. NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.	Open Market items will be priced at "cost plus", not to exceed 10%.
4.1.7. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.	Installation cost can be quoted by Game One. These costs vary depending on the scope of the project.

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; <ol style="list-style-type: none"> Executive Contact Contract Manager Sales Leader Reporting Contact Marketing Contact. Indicate who the primary contact will be if it is not the Sales Leader	<ol style="list-style-type: none"> 1) Pat Weber – President 2) Susan Slaton – Controller 3) Sammy Barcelona – RSM 4) Leah Flowers – Business Analyst 5) Houa Vue - Marketing
5.1.2. Sales Organization. Provide a description of your sales organization,	Game One sales structure is as follows: 3 Area V.P. of Sales – East, Central, and West which report to the president. There

including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	are 9 Regional Sales Managers that report to the AVP's. Each RSM manages a team of Sales Representatives in their designated region. The entire sales organization are full time employees of Game One.
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	Game One expects to grow their sales in existing and new markets utilizing the contract. We expect the contract to be a simple solution for schools with complex purchasing practices and RFP's. We expect to build a partnership that will foster sales growth and new market penetration.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	We are a rapidly growing company that is expanding into new markets, while maintain outstanding customer service. We focus on solutions for our customers during all phases of the sales process. The Equalis contract would be an added solution and "ease of use" purchasing vehicle for our existing and potential customers. It would also be "ease of use" for our company. Currently we are managing multiple co-op contracts in various regions of the country. Having a single contract that could be utilized in any region would be a win. If awarded, we would immediately deploy communication across the entire sales team. We would set up a Zoom with the sales force and invite an Equalis representative to be present, explain the details of the contract, and answer questions.
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	

6. ADMIN FEE & REPORTING

6.1. Bidder Organizational Structure & Staffing of Relationship

6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the Attachment A - Model Administration Agreement.

6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

Game One would be able to meet the monthly reporting requirements.

6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

Game One has a dedicated Sales Training Team. Our team can build a training module that each sales rep would be required to comply with.

PROPOSAL FORM 2: COST PROPOSAL

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

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

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

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐Yes xNo

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 xNo

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 xNo

List certifying agency: Click or tap here to enter text.

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐Yes xNo

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 xNo

List certifying agency: Click or tap here to enter text.

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes xNo

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. None

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. None

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

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

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

☐ Yes

☒ No

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

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

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

AND

I, Jennifer Miller, hereby certify and affirm that ASB Sports Acquisition Inc. is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

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

AND

I, Jennifer Miller, hereby certify and affirm that ASB Sports Acquisition Inc. is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

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

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

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature: 

Printed Name: Jennifer Miller

Company Name: ASB Sports Acquisition Inc

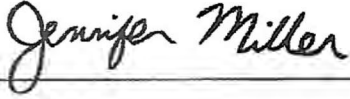
Mailing Address: 6128 Merger Ste E

Email Address: Jennifer.miller@game-one.com

Job Title: CFO

PROPOSAL FORM 10: DEBARMENT NOTICE

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

Respondents Name:	Jennifer Miller
Mailing Address:	6128 Merger Ste E Holland OH 43528
Signature	
Title of Signatory:	CFO

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

Jennifer Miller

Date:

03/23/23

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

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

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

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

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

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

2. Fingerprint & Criminal Background Checks

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

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

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

Signature:

Jennifer Miller

Date:

03/23/23

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

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

Does Bidder agree? _JM

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

1. Supplier Partner Violation or Breach of Contract Terms

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

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

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

Does Bidder agree? IM
(Initials of Authorized Representative)

2. Termination for Cause or Convenience

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