



REQUEST FOR PROPOSALS:

Financing Solutions

RFP #: COG-2145

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		
	AL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required the your cost proposal.		
	Proposal Form 2: Cost Proposal		
OTHER R	EQUIRED 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 From 9: Clean Air Act & Clean Water Act		
	Proposal From 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		
	ompany nformation		
1.1.1.	Company Name:	Holman Capital Cor	poration
1.1.2.	Corporate Street Address:	25231 Paseo De Alicia, Suite 105, Laguna Hills, CA 92653	
1.1.3.	Website:	www.holmancapita	al.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.	The company was e Capital Corporation	established in 2009. We have been operating under Holman in for 13 years.
1.1.5.	Primary Point of Contact.	Contact Name:	Lance Holman
	Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Title:	President & CEO
		Phone:	949-981-0237
		E-Mail Address:	Lance.Holman@HolmanCapital.com
1.1.6.	Authorized Representative . Print or type the name of the Bidder	Contact Name:	Lance Holman
	representative authorized to address contractual issues, including the authority to execute a contract on behalf of	Title:	President & CEO
		Phone:	949-981-0237
	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).	E-Mail Address:	Lance.Holman@HolmanCapital.com

	inancial Strength & Legal onsiderations	
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 refence letters.	Holman Capital Corporation investors are FDIC Banks that do not have a public finance department. We originate, underwrite it, document and fund the debt obligation with our bank partners. This strategy provides a diverse funding mix under a seamless unified process to fund the infrastructure, equipment, facilities and energy needs of municipal governments nationwide. Please see the financial links for three bank partners below. Attached you will find Holman Capital Corporation 2022 financial statements.
in you "Trade Revise mark t Secret' redacte	If the information disclosed ar response is considered e Secret" as defined in Ohio d Code, respondents may the information as a "Trade" and the response will be ed from any future use of the sponse.	
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.	None
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.	None
	ndustry ualifications	
1.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Holman Capital Corporation is a direct lender to municipal governments. We finance the infrastructure, equipment, facilities, and energy needs of municipal governments. We finance roads, police stations, fire stations, technology, and pipelines to name a few.
1.3.2.	Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your	Not Applicable

organization is authorized to sell on behalf of the products and services you represent. 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.	Not Applicable
NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.	
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?	Not Applicable
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?	Holman Capital Corporation generated 100% of its revenue from providing loans and capital leases to municipal governments in the United States.

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.

Holman Capital Corporation provides direct lending to municipal governments in the US nationwide.

1.3.7. *Certifications* and а

Licenses. Provide 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?

There are no required Certifications and/or Licenses to provide direct lending to municipal governments. Each financing is documented under a loan agreement that is reviewed and approved by the municipalities legal counsel, senior staff and ultimately its governing body.

NOTE: Provide copies of any of the certificates or licenses included in your response in **Proposal Form 5** - Certifications and Licenses.

1.4. Public **Sector Experience**

1.4.1. Public Sector Cooperative

Contracts. Provide a list of public the sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) vou currently hold and the annual revenue through those contracts in each of the last three (3) calendar Please vear. exclude information and data associated with Federal or **GSA** contracts

Holman Capital Corporation has not been involved in any public sector cooperatives contracts since its inception in 2009.

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

\$4,872,984.47 Education Sector Revenue 43.72% of Total Revenue

(i.e., K-12 schools & school districts and high education)?	
Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	\$6,273,725.99 Government Sector Revenue 56.28% of Total Revenue
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: 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. Oducts & Services	First Name Last Name Title

Financial Terms

a. Transactions Size \$250,000 and Up

I.

2.1.1. *Product*

Product & Services Description(s). Provide a

detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to differentiators, [st, warranty information, turnkev capabilities, installation or set-up, training services, maintenance services, or anv other piece of information that would help understand the breadth and depth of your service products and offering.

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

- b. 100% Asset Financing
- c. Interest Rates
 - i. Competitive Fixed Interest Rates
- d. Financing Term
 - i. 1 20 Years Fixed
 - ii. 30 Year Term with Rate Reset after 10 Years
- e. Rate Lock
 - i. Interest Rate held firm for 30 days to provide the municipality time to attain governing body approval to authorize the financing.
- f. Payment Frequency
 - i. Monthly
 - ii. Quarterly
 - iii. Semi-Annual
 - iv. Annual
- g. Funding Options
 - i. Escrow Funding Option
 - 1. Deposit funds into an escrow account to pay contractors/vendors and cost of issuance.
 - ii. Vendor Payment Option
 - 1. Pay funds to vendor upon delivery and acceptance of the asset financed by the municipality.
 - iii. Agency Funding Option
 - 1. Loan proceeds are disbursed directly to the municipality. Applicable to financing secured by a tax pledge of the municipality.
- II. Financing Structures
 - a. Tax Pledge Financing
 - i. Municipality secures the financing with a full faith and credit tax pledge.
 - ii. Municipality secures the financing with a pledge of a specific tax pledge.
 - b. Revenue Pledge
 - i. Municipality secures the financing with a pledge of a revenue stream.
 - 1. Revenue Note
 - 2. Installment Purchase Agreement
 - c. Lease Purchase Agreement
 - i. Secured by collateral pledged of the municipality.
 - ii. Contingent Obligations
 - 1. Appropriation Based Lease Lease payments due to the Lessor are unconditional subject to annual appropriation of funds by the governing body of the municipality.
 - 2. Abatement Lease Lease payments due to the Lessor are unconditional subject to the municipality having use of the asset financed.

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.

Master Financing Agreement

Our Master Financing Agreement will simplify the documentation process by facilitating the funding of separate loans under one agreement. Thus, the client will have loan 1, 2, and 3 etc. under the same Master Financing Agreement with each one having its own funding date, financing amount, interest rate, financing term, and payment frequency. Each loan will be standalone under the Master Financing Agreement.

2.1.3. *Asset Classes.* Describe any asset types your organization will *NOT* finance.

Holman Capital Corporation will finance all asset classes.

3. Business Operations

3.1. Customer Service

3.1.1. Customer Service Department. Describe your company's customer department service operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company of if they are a network of subcontractors.

Holman Capital Corporation provides 3 customer service representatives that operate from 10 am ET to 8:30 ET pm.

3.2. Customer Set Up; Order & Invoice Processing; Payment

3.2.1. *Order & Invoice Process.*Describe your company's proposal development, order, and invoice process.

Holman Capital Corporation will conduct a client needs analysis and review of their audited financial statements for the past three years. Next, we will provide a financing proposal with the terms and conditions, financing amount, interest rate, and payment schedule.

Your response should include, but is not limited to, acceptable payment methods and standard payment terms.

The payment schedule can be customized with monthly, quarterly, semi-annual, or annual payments. Additionally, the payments can be structured with level principal and interest, interest only, or escalating payments. The loan payment schedule, which includes the financing amount, payment dates, and payment amount, are included in the executed financing agreement between the borrower and Holman Capital Corporation. Additionally, the borrower will receive invoices from Holman Capital Corporation or its assignee approximately 30 days in advance of the payment due date.

TRADE SECRET INFORMATION

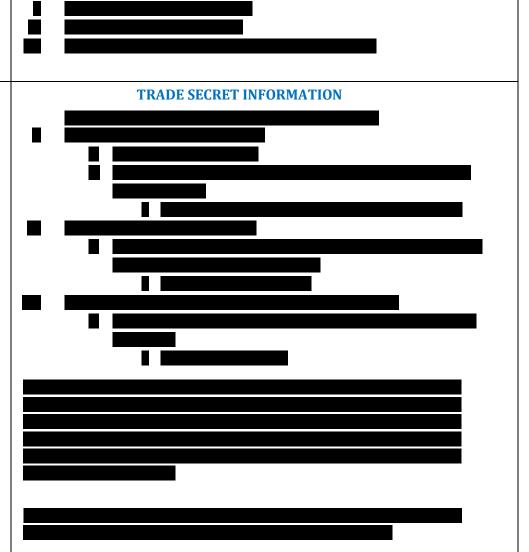
4. PRICING

4.1. Cost Proposal

4.1.1. *Pricing Model.* Provide a description of your financing model or methodology identifying how the model works.

4.1.2. Cost **Proposal** *Calculations.* For each type financing solution included in your proposal provide example an financing scenario and demonstrate how the financing is calculated. Please provide all the information related to your calculations including but not limited to, the financing amount. interest rate, financing term, payments per year, annual payment total, total interest paid over the term of the finance, and all related fees the including **Equalis** Group Administrative Fee (see 6.1.1. Administrative Fee).

<u>IMPORTANT</u>: All Bidders must submit their excel spread with formulas and calculations for each of the scenarios in their



response as a part of their Cost Proposal.		
4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	The prices offered in your Cost Proposal are: ⊠ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. □ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. □ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. □ not applicable. Please explain below.	
	Click or tap here to enter text.	
4.1.4. 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	TRADE SECRET INFORMATION	
any parties that impose such costs and their		
relationship to the Bidder. 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; 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact	 I. Corporate Address: Holman Capital Corporation, 25231 Paseo De Alicia, Suite 105, Laguna Hills, CA 92653 II. Executive Contact – Lance Holman, President & CEO, 949-981-0237 Lance.Holman@HolmanCapital.com III. Contract Manager – Jane Taubman, Vice President Sales Administration, 949-403-0022 Jane.Taubman@HolmanCapital.com IV. Sales Leader – Lance Holman, President & CEO, 949-981-0237 Lance.Holman@HolmanCapital.com 	

5.	Marketing	Contact
J.	Maincuing	Guntact.

Indicate who the primary contact will be if not the Sales Leader.

- V. Reporting Contact Jane Taubman, Vice President Sales
 Administration, 949-403-0022 <u>Jane.Taubman@HolmanCapital.com</u>
- VI. Marketing Contact Jane Taubman, Vice President Sales Administration, 949-403-0022 <u>Jane.Taubman@HolmanCapital.com</u>

5.1.2. Sales Organization.

Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

Sales Organization

- I. In-House Resources (7)
 - a. President and CEO
 - b. Vice President Sales Administration
 - c. Chief Credit Officer
 - d. Capital Market Analyst
 - e. Marketing Interns (3)
- II. External Resources
 - a. Software Development Team
 - b. Law Firm
 - i. Lagerlof, LLP
- III. Geographic Territories Public Sector Finance Group
 - a. California
 - b. Pacific Northwest
 - c. Rocky Mountain
 - d. Texas
- IV. Vertical Market
 - a. Direct
 - b. Purchasing Cooperatives

5.2. Contract Implementation Strategy & Expectations

5.2.1. Contract Expectation.

What are your company's expectations in the event of a contract award?

Click Contract Expectations

Holman Capital Corporation expects to provide financing for the equipment, infrastructure, facility, and energy needs of public agencies. We expect to educate clients on their financing options related to loan structure, interest rate outlook, and funding.

5.2.2. Five (5) Year Sales Vision &

Strategy. Describe company's vision and strategy to leverage a resulting contract 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

Five (5) Year Sales Vision & Strategy

Holman Capital Corporation would like to work with Equalis Group to educate clients and market financing tools to assist them with acquiring essential purpose assets to deliver public services to their clients.

Preferred Interest Rates

Holman Capital Corporation will offer the borrower preferred interest rates to clients to reduce their borrowing costs.

100% Project Funding

Holman Capital Corporation can finance up to 100% of the project cost to preserve the valuable reserves of the public sector.

contract will be deployed with your sales team; and the time frames in which this will be completed.

Flexible Payments

Holman Capital Corporation will offer flexible payment options with financing terms up to 30 years with monthly, quarterly, semi-annual, or annual payments. The borrower can prepay the loan in full on any scheduled payment date at the purchase option amount.

Master Financing Agreement

Our Master Financing Agreement will simplify the documentation process by facilitating the funding of separate loans under one agreement. Thus, the client will have loan 1, 2, and 3 etc. under the same Master Financing Agreement with each one having its own funding date, financing amount, interest rate, financing term, and payment frequency. Each loan will be standalone under the Master Financing Agreement.

Quick Funding

Holman Capital Corporation can originate, underwrite, document, and fund transactions in approximately 30 days or less.

5.2.3. *Sales Objectives.* What are your top line sales objectives in each of the five (5) years if awarded this contract?

Sales Objectives

The Sales Objectives are based upon funded loan volume within a 12-month period over five (5) consecutive years.

- I. Year 1 \$100,000,000
- II. Year 2 \$150,000,000
- III. Year 3 \$250,000,000
- IV. Year 4 \$250,000,000
- V. Year 5 \$250,000,000

Holman Capital Corporation will add additional internal and external resources as the loan volume rises to maintain the expected service levels.

5.2.4. *Collaboration.* Describe your strategy for collaborating with Equalis Group awarded suppliers of relevant equipment, products, and services to facilitate member purchases and transactions.

Collaboration

Equalis Group and Holman can jointly host financing webinar, develop email campaigns, and speak at conferences to educate municipalities and grow the program. The communication strategy should focus on locking in vendor contract prices faster to combat inflation, interest rate outlooks, documentation, transaction process management, and being nimble to meet changing buying patterns.

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

the Winning Supplier generates revenue based on contract utilization by current and future Members.

Please propose an 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.

Sales & Administrative Fee Reporting

Holman Capital Corporation will provide a detailed sales invoice report monthly that outlines the loan financing amount, interest rate, financing term, payment frequency, and expected interest income.

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.

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

Self-Audit

Holman Capital Corporation has automated workflows and algorithms to develop documents, pricing, and reports to manage its lending business. We will develop workflows to automate the reporting to Equalis monthly. The president of the company will be responsible for the reporting and the task will be managed by the Reporting Contact.

the Contract, and Winning
Supplier remit the proper
admin fee to Equalis.

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as <u>Attachment B</u> 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 - Cost Proposal & 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**.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a.	Minority Women Business Enterprise Respondent certifies that this firm is an MWBE: ☑Yes ☑No List certifying agency: Southern California Minority Supplier Development Council Certificate Number SC43519
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.

Southern California Minority Supplier Development Council Certificate Number SC43519 (The rest of this page is intentionally left blank)

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

Is your	company the subject of any unresolved findings for recoveries?
	Yes
\boxtimes	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. Holman Capital Corporation has never had any formal claims against the firm for a breach of contract

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. Holman Capital Corporation will not have any subcontractors for the contract. Holman Capital Corporation or any of its proposed subcontractors have been the subject of any adverse regulatory or adverse administrative governmental action with request to our performance of services similar to the described RFP.

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.

	Yes No
	ow will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be a from time to time upon CCOG's approval.
Bidder l	Response: Click or tap here to enter text.

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

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, Lance Holman, hereby certify and affirm that <u>Holman Capital Corporation</u>, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites 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.

<u>AND</u>

I, Lance Holman, hereby certify and affirm that <u>Holman Capital Corporation</u>, 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, Lance Holman, hereby certify and affirm that <u>Holman Capital Corporation</u>, is not on the list established by the Ohio Secretary of State, pursuant to <u>ORC Section 121.23</u>, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

<u>AND</u>

I, Lance Holman, hereby certify and affirm that Holman Capital Corporation 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, Lance Holman, hereby affirm that this proposal accurately represents the capabilities and qualifications of Holman Capital Corporation, 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: Lance Holman

Company Name: Holman Capital Corporation

25231 Paseo De Alicia, Suite 105,

Mailing Address: Laguna Hills, CA 92653

Lance.Holman@HolmanCapital.co

Email Address: m

Job Title: President & CEO

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: Lance Holman

Mailing Address: 25231 Paseo De Alicia, Suite 105,

Laguna Hills, CA 92653

Signature

Title of Signatory: President & CEO

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>Section 1352</u>, <u>Title 31</u>, <u>U.S. Code</u>. 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.

gn			

Date: March 6, 2023

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:	James J. Holman		
Date:	Lance Holman		

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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? _ YES - LSH
(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 mut 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? <u>YES - LSH</u>
(Initials of Authorized Representative)

2. Termination for Cause or Convenience

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

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

3. Equal Employment Opportunity

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

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

4. Davis-Bacon Act

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

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

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Bidder agree? <u>YES - LSH</u> (Initials of Authorized Representative)

8. Debarment and Suspension

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

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

Does Bidder agree? <u>YES - LSH</u> (Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

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

Does Bidder agree? <u>YES - LSH</u>

11. Profit as a Separate Element of Price

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

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

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

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

Does Bidder agree? <u>YES - LSH</u>
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? <u>YES - LSH</u>

(Initials of Authorized Representative)

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

Authorized signature:

Printed Name: <u>Lance Holman</u>

Company Name: Holman Capital Corporation

Mailing Address: 25231 Paseo De Alicia, Suite 105, Laguna Hills, CA 92653

Job Title: President & CEO

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

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

Does the awarded supplier intend to make their products and services	\boxtimes	Yes
available to public agencies in the State of Arizona?		No

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

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet

any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

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

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree? _ YES - LSH (Initials of Authorized Representative)

Date: _ March 6, 2023

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

Does the awarded supplier intend to make their products and services	\boxtimes	Yes
available to public agencies in the State of New Jersey?		No

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

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

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

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company	Name:	Holman Capital Corporation
Street:		25231 Paseo De Alicia, Suite 105
City, Stat Code:	e, Zip	Laguna Hills, CA 92653

Complete as appropriate:

I, Lance Holman, certify that I am the sole owner of Holman Capital Corporation, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

OR:

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

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

Name	Address	Interest	
I further certify t knowledge and b		ontained herein, are complete and correct to the bo	est of my
Signa ture:	Lance 1. Holmon		

Date:

March 6, 2023

B. <u>Non-Collusion Affida</u> Bidder Name:	<u>avit</u> <u>Holman Capital Corporation</u>
Street Address:	25231 Paseo De Alicia, Suite 105
City, State Zip:	Laguna Hills, CA 92653
State of New Jersey	
County of Orange County	California
I, Lance Holman of the La to law on my oath depose	guna Hills in the County of Orange, State of California of full age, being duly sworn according and say that:
services or public work sexecuted the said propose any agreement, participal connection with the above true and correct, and may of the statements contains	O of the firm of Holman Capital Corporation the Bidder making the Proposal for the goods, specified under the Harrison Township Board of Education attached proposal, and that I al with full authority to do so; that said Respondent has not directly or indirectly entered into ted in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the proposal, and that all statements contained in said bid proposal and in this affidavit are de with full knowledge that the Harrison Township Board of Education relies upon the truth med in said bid proposal and in the statements contained in this affidavit in awarding the ds, services or public work.
upon an agreement or u	person or selling agency has been employed or retained to solicit or secure such contract nderstanding for a commission, percentage, brokerage or contingent fee, except bona fide stablished commercial or selling agencies maintained by
Authorized signature: Job Title:	President & CEO
Subscribed and sworn bothis day of	
Notary Public of New Jer	sey

My commission expires

SEAL

, 20____

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

Company Name: Holman Capital Corporation

Street Address: 25231 Paseo De Alicia, Suite 105

City, State, Zip Code: Laguna Hills, CA 92653

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

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

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

□ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature:

Title of Signatory: President & CEO

Date: March 6, 2023

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

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

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE:**This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

Vendor Name: Holman Capital Corporation					
Address:	252	31 Paseo De Alicia, Suite	e 105		
City: Laguna Hills		State: CA	Zip:92653		

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

Jana I. Holman	Lance Holman	President & CEO	
Signature of Vendor	Printed Name	Title	

Part II - Contribution Disclosure

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

Contributor Name	Recipient Name	Dat	Dollar Amount	
		e		
			\$	

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To N.J.S.A. 19:44A-20.26
Page ___ of ____

Vendor Name:

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26 **County Name:** State: Governor, and Legislative Leadership Committees Legislative District #s: State Senator and two members of the General Assembly per district. County: Freeholders **County Clerk** Sheriff {County Executive} Surrogate Municipalities (Mayor and members of governing body, regardless of title): USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NI.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM. Stockholder Disclosure Certification Name of Business: ☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. Check the box that represents the type of business organization: ☐ Partnership ☐ Sole Proprietorship ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership ☐ Subchapter S Corporation Sign and notarize the form below, and, if necessary, complete the stockholder list below. Stockholders: Name: Lance Holman Name: Stockholder Name Home Address: 16 Starlight Isle, Ladera Ranch, Home Address: CA 92653 Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address

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

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

✓ We take no exceptions/deviations to the general terms and conditions
 (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
 ✓ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

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 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

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

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

<u>Redlined copies of this agreement should not be submitted with the response.</u> 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.

\boxtimes	Bidder	agrees	to	all	terms	and	conditions	outlined	in	the	Attachment	Α -	Sampl
Admin	<u>istratio</u>	n Agree	mer	<u>1t</u> .									
	Bidder	wishes t	o ne	goti	ate dire	ectly v	with Equalis	Group on	ter	ms aı	nd conditions	outlii	ned in th
Sample	Admini	istration	Ag	reen	nent. N	egotia	ations will c	ommence	aft	er CO	COG has comp	leted	l contrac
award.													

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

Holman Capital Corporation

Company Name

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.

Address	<u>-</u>	25231 Paseo De Alicia, Suit	e 105					
City/State	/Zip	Laguna Hills, CA 92653						
Phone Nu	mber _	949-981-0237						
Email Add	lress _	Lance.Holman@HolmanCa	pital.com					
Printed Na	ame _	Lance Holman						
Job Title	<u>-</u>	President & CEO						
Authorize Signature	d _	Same I. Holman						
Initial Ter	m of the Mas	ster Agreement						
Contract Ef	fective Date:	May 1, 2023		<u> </u>				
Contract Ex	xpiration Dat	e: April 30, 2027						
Contract N	umber:							
		(Note : Contract Number countersigning.)	will be ap	plied prior to CCOG and Equalis Group				
6001 Cochi	rative Counci ran Road, Sui Ohio 44139	l of Governments, Inc. te 333	5550 Gr	Group, LLC. Fanite Parkway, Suite 298 Fexas 75024				
Ву:			By:					
Name								
	anklyn A. Cor		Name:	Eric Merkle				
As: <u>CC</u>	OG Board Pr	esident	As:	EVP, Procurement & Operations				
Date:			Date:					