

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

## 1. RECITALS

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

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

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

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

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

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

**G.** CCOG issued a request for proposal ("**RFP**") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for Rideshare and Transportation Solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

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

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

## 2. TERMS & CONDITIONS

**2.1. Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement. Any use of subcontractors must be approved by the Program Participant. Winning Supplier shall not require the approval of CCOG or Equalis Group for use of such subcontractors.

**2.2. Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services (“**Customer Agreement**”). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

**2.3. Pricing**

**a. Not-To-Exceed Pricing.** All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

**b. Pricing Adjustments.** No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract. Nothing in this Master Agreement shall require Winning Supplier to enter into a contract with an Equalis Group Participant and/or Program Participant or provide services to such entities.

**c. Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

**2.4. The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term.**”

## 2.5. Formation of Contract

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

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

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

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

e. **Order of Precedence.**

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent's proposal and all attachments thereto.

## 2.6. Confidentiality.

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties'

Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

**b. Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") to the extent caused by the negligence or willful misconduct of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**"). Neither Party shall have any liability with respect to, and both Parties hereby mutually waive, release, and agree not to sue upon, any claim for any lost profits, special, indirect, incidental, or consequential damages suffered or incurred by either Party in connection with, arising out of, or in any way related to, this Master Agreement, except to the extent such damages result from a Party's gross negligence or willful misconduct.

**2.8. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

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

a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) must provide written Notice describing the material breach to the breaching Party. The breaching Party will have a minimum of ten (10) calendar days for monetary breach and thirty (30) calendar days for non-monetary breach to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

d. **For Convenience.** This Master Agreement, or any Appendix, may be terminated for any reason with a minimum of one hundred twenty (120) day notice by any of the Parties.

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

**2.11. Audit of Winning Supplier.** CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of non-confidential or proprietary books, records, and computer data that are solely relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing offer to Program Participants is in compliance with approved contract pricing ; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations. Winning Supplier may require CCOG and Equalis Group to sign a reasonable non-disclosure agreement before performing such audit.

**2.12. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been

performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

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

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

i. If to **CCOG**:

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

ii. If to **EQUALIS GROUP**:

Equalis Group, LLC.  
Attn: Eric Merkle, EVP  
5540 Granite Parkway,  
Suite 200  
Plano, Texas 75024

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

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

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

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

**2.18. Nondiscrimination & Intimidation.**

**a.** Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

**b.** Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

**c.** Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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***REQUEST FOR PROPOSALS:***

Rideshare and Transportation Solutions

***RFP #:***

COG-2155

***ISSUED BY:***

The Cooperative Council of Governments

On Behalf of Equalis Group

*6001 Cochran Road, Suite 333*

*Cleveland, Ohio 44139*

***DATED:***

March 28, 2024

***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 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 Form**
- Proposal Form 15 FEMA Funding Requirements Certification Form**
- Proposal Form 16: Arizona Contractor Requirements**
- Proposal Form 17: New Jersey Requirements**
- Proposal Form 18: General Terms and Conditions Acceptance Form**
- Proposal Form 19: Equalis Group Administration Agreement Declaration**
- Proposal Form 20: Master Agreement Signature Form**

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS		
1.1. Company Information		
1.1.1. <b>Company Name:</b>	<u>SP Plus Corporation</u>	
1.1.2. <b>Corporate Street Address:</b>	<u>200 E. Randolph Suite 7700 Chicago, IL 60601</u>	
1.1.3. <b>Website:</b>	<u>spplus.com</u>	
1.1.4. <b>Formation.</b> 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.	<p><u>SP Plus Corporation was originally founded 1929 (95 years ago) as Standard Parking. In 2013, Standard Parking Corporation merged with Central Parking Corporation, Creating SP Plus Corporation (SP+).</u></p> <p><u>On October 4, 2023, we entered into an Agreement and Plan of Merger by and among us, Metropolis Technologies, Inc., in an all-cash transaction with a total enterprise value of approximately \$1.5 billion. The Company's stockholders approved the transaction on February 9, 2024. The transaction is expected to close in 2024, subject to other customary closing conditions, including the receipt of regulatory approvals.</u></p>	
1.1.5. <b>Primary Point of Contact.</b> Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Jake Hartman
	Title:	Director, Commercial Transportation
	Phone:	(717)701-2554
	E-Mail Address:	jhartman@spplus.com
1.1.6. <b>Authorized Representative.</b> Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, 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).	Name:	Don Jordan
	Title:	Senior Vice President
	Phone:	(407) 409-2892
	E-Mail Address:	djordan@spplus.com
1.2. Financial Strength & Legal Considerations		
1.2.1. <b>Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could	<u>SP+ is one of the most financially stable transportation and parking management companies in the country. The fact that we</u>	

<p>include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters.</p> <p><b>Note:</b> 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.</p>	<p>have been in business for 95 years is a testament to our financial stability. SP+’s Dun and Bradstreet number is 02-064-5206. SP+ has a Dunn &amp; Bradstreet rating of 5A3.</p> <p><u>As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, SP+ adheres to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.</u></p> <p><u>Under the direction of our Board’s Audit Committee, our Internal Audit Department plays an instrumental role in ensuring that our company meets these standards. The Department’s work includes the documentation of all business processes, control design analysis, key control identification and ongoing testing of controls for operating effectiveness. The Internal Audit Department also oversees identification and testing of the company’s entity-level controls, including the company’s Code of Ethics and other high-level controls that ensure the integrity of SP+’s business processes and financial statements. Managing this process puts the Department in touch with virtually every aspect of our business and thus helps to assure our clients that their parking facilities are properly controlled.</u></p> <p><u>The company completed an assessment of its internal controls over financial reporting as of the end of 2023 which were found to be effective and without material weakness. The company’s independent auditor, Ernst &amp; Young, LLP, has completed its evaluation and testing of our internal control over financial reporting, and has issued its unqualified opinion supporting this conclusion.</u></p> <p><u>A publicly-traded company, full financial records are available at:</u>  <a href="https://ir.spplus.com/financial-information/sec-filings">https://ir.spplus.com/financial-information/sec-filings</a></p> <p><b>Please find additional information about our financial strength in the attached proposal.</b></p>
<p><b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p><u>Not Applicable. SP+ has not defaulted, declared bankruptcy, or been adjudicated bankrupt in the last 3 years..</u></p>
<p><b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p><u>Given the nature of the parking business and the scope of our operations, we are inevitably involved from time to time litigation relating primarily to property damage and so-called “slip and fall” type claims and to labor and employment related</u></p>

	<p>claims. While it is therefore impractical to specifically itemize all of our litigation, we don't consider the litigation material to our business operations and the litigation will not prevent SP+ from fully performing under an agreement awarded in connection with this RFP. Additional details may be provided if requested.</p>
<p><b>1.3. Industry Qualifications</b></p>	
<p><b>1.3.1. <i>Company Identification.</i></b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>SP+ is a service and technology provider. We develop and integrate technology with operations management and support to deliver mobility solutions that enable the efficient and time-sensitive movement of people, vehicles and personal travel belongings. We are committed to providing solutions that make every moment matter for a world on the go while meeting the objectives of our diverse client base in North America and Europe, which includes aviation, commercial, hospitality and institutional clients.</p>
<p><b>1.3.2. <i>Manufacturer Authorization.</i></b> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>Not Applicable</p>
<p><b>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i></b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Respondents intending to authorize distributors, agents, dealers, or resellers must complete <b>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</b></p>	<p>These products will be available for purchase through SP+ and could be operated by SP+ employees or sub contracted through our vetted network of vendors with operations managed by SP+. SP+ will serve as the single point of sale.</p>
<p><b>1.3.4. <i>Network Relationship.</i></b> 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 &amp; Services proposed in this RFP. If applicable, is your</p>	<p>Our corporate footprint involves over 22,000 employees across North America that provide our services directly or manage subcontracted vendors. Our network is company owned.</p>

<p>network independent or company owned?</p>	
<p><b>1.3.5. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p><u>SP+ has been in continuous operation since our founding in 1929 and has been providing parking, mobility, and transportation services since the beginning. Managing more than \$4,000,000,000 in client revenues annually with 2023 company net revenue of \$31,100,000, we are financially secure. Though transportation revenue is not specifically tracked and broken out, it is estimated that approximately 20% of net revenues (\$6,220,000 annually, more than \$18,000,000 over the past 3 years ) relate to transportation services. Our transportation division currently operates 1,450 vehicles and transported over 65 million passengers in 2023 alone. Moving more than 4 times the number of passengers each year as Greyhound, we are the largest transportation provider you have never heard of...</u></p>
<p><b>1.3.6. Geographic Reach.</b> Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p><u>We currently offer transportation services in all 50 states and across Canada and Puerto Rico. The same geographic footprint would be available to members of a resulting Equalis contract.</u></p>
<p><b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b></p>	<p><u>SP+ is licensed in the State of Ohio, and holds all permits and accreditations to legally operate as a transportation service provider under all federal, state, and local guidelines. SP+ has a Federal DOT rating of "Satisfactory" which is the top rating a carrier can receive. Our vehicles are inspected per applicable state authorities. We purchase vehicles that are Altoona tested. Our company has maintained these certifications continually, without interruption.</u></p> <p><b>ACCREDITED PARKING ORGANIZATION</b></p> <p>The International Parking &amp; Mobility Institute (IPMI) has recognized SP+ as the first commercial parking operator to earn the Accredited Parking Organization (APO) with Distinction designation. This designation is reserved for the top 5% of parking and transportation organizations worldwide that demonstrate a comprehensive standard of excellence in our industry.</p> <p><b>NAMED PATRIOTIC EMPLOYER BY THE U.S. DEPARTMENT OF DEFENSE</b></p> <p>In March of 2023, SP+ was recognized as a Patriotic Employer by the U.S. Department of Defense for contributing to national security and protecting liberty and freedom by supporting employee participation in America's National Guard and Reserve Force.</p>

	<p>FORBES 2023 ANNUAL LIST OF AMERICA’S BEST SMALL COMPANIES</p> <p>SP Plus Corporation has been named one of America’s Best Small Companies. Forbes screened more than 1,000 companies with a market value between \$300 million and \$2 billion to identify 541 companies that had positive sales growth over the past 12 months and a share price of at least \$5. The ranking is based on earnings growth, sales growth, return on equity and total stock return for the latest 12 months and over the last five years, with more weight given to the latest year’s data. The full Forbes 2023 America’s Best Small Companies list is available <a href="#">here</a>.</p> <p>NATIONAL PARKING ASSOCIATION’S INNOVATIVE ORGANIZATION OF THE YEAR</p> <p>SP+ was selected as the “Innovative Organization of the Year” in 2021 by the National Parking Association (NPA). SP+ was recognized for the development and deployment of Sphere™, its cutting-edge suite of technology products designed to drive end-to-end mobility at parking or transportation facilities—from customer acquisition and purchases to operational logistics and data reporting.</p>
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**1.4. Public Sector Experience**

<p><b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>SP+ serves hundreds of public sector clients including cities, universities, airports, hospitals, and stadiums across North America. Though a comprehensive list is not available, a representative list includes <a href="#">City of Anaheim, CA</a>, <a href="#">City of Fullerton, CA</a>, <a href="#">City of Glendale, CA</a>, <a href="#">City of Los Angeles, CA (LADOT)</a>, <a href="#">City of Oakland, CA</a>, <a href="#">City of San Jose, CA</a>, <a href="#">City of San Mateo, CA</a>, <a href="#">City of Santa Monica, CA</a>, <a href="#">City of Vallejo, CA</a>, <a href="#">LA Metro – Los Angeles, CA</a>, <a href="#">VTA – Santa Clara, CA</a>, <a href="#">City &amp; County of Denver, CO</a>, <a href="#">City of Daytona Beach, FL</a>, <a href="#">City of Jacksonville Beach, FL</a>, <a href="#">City of Saint Petersburg, FL</a>, <a href="#">City of Tampa, FL</a>, <a href="#">Broward County, FL</a>, <a href="#">Miami Parking Authority – Miami, FL</a>, <a href="#">Port Everglades – Fort Lauderdale, FL</a>, <a href="#">City of Atlanta, GA</a>, <a href="#">City of Decatur, GA</a>, <a href="#">Chicago Park District – Chicago, IL</a>, <a href="#">Chicago Transit Authority – Chicago, IL</a>, <a href="#">City of Gretna, LA</a>, <a href="#">City of New Orleans, LA</a>, <a href="#">Howard County, MD</a>, <a href="#">Parking Authority of Baltimore City, MD</a>, <a href="#">City of Attleboro, MA</a>, <a href="#">City of Chelsea, MA</a>, <a href="#">City of Rochester, MN</a>, <a href="#">City of Jackson, MS</a>, <a href="#">City of Great Falls, MT</a>, <a href="#">NJ Transit Authority, NJ</a>, <a href="#">City of Charlotte, NC</a>, <a href="#">City of Beaverton, OR</a>, <a href="#">City of Portland, OR</a>, <a href="#">City of Harrisburg, PA</a>, <a href="#">City of Beaufort, SC</a>, <a href="#">City of Nashville, TN</a>, <a href="#">City of Dallas, TX</a>, <a href="#">City of Fort Worth, TX</a>, <a href="#">City of Richmond, VA</a>, <a href="#">City of Roanoke, VA</a>, <a href="#">City of Seattle, WA</a>, <a href="#">Strathcona County, Alberta, Canada</a>, <a href="#">Toronto Waterfront Revitalization Corporation, Toronto, Canada</a>, <a href="#">Akron Canton Regional Airport, Albuquerque International Airport , Anaheim Convention Center , Austin Bergstrom International Airport, Baton Rouge International Airport, Baylor University,</a></p>
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Bellingham International Airport , Bethune-Cookman University, Bishop International Airport, Boston University, Bradley International Airport, Buffalo Niagara International Airport, California State University, East Bay, California State University, Monterey Bay, Carnegie Hall, Case Western Reserve University, Chicago Museum Campus, Cincinnati Northern Kentucky International Airport, Citizens Bank Park, Cleveland Hopkins International Airport, Columbia University, Columbus State Community College, Community College of Philadelphia, Coors Field, Dallas Fort Worth International Airport, Dallas Fort Worth International Airport, Dayton International Airport, DePaul University, Dodger Stadium, Dolby Theatre, El Paso International Airport, Emory University, Fashion Institute of Design & Merchandising, FedEx Field, Fiserv Forum, Fisk University, Fresno State University, George Bush Intercontinental Airport, George Mason University, Georgetown University Hospital, Georgia World Congress Center, Gerald R. Ford International Airport, Great American Ballpark, Guaranteed Rate Field, Hard Rock Stadium, Harvard Medical School, Jackson Evers International Airport, Jackson State University, Jacksonville International Airport, Johnson & Wales University, Charlotte, Kansas City International Airport, LaGuardia Community College, Lincoln Center, Lincoln Financial Field, Long Island MacArthur Airport, Louis Armstrong New Orleans International Airport, Louisiana State University , Loyola University Chicago, M&T Bank Stadium, Manchester International Airport, Marymount University, Massachusetts Institute of Technology, McCormick Place Convention Center, Mercedes Benz Stadium, Mercedes Benz Stadium, Mercer University, Met Life Stadium, Miami Beach Convention Center, Miami Dade College, New Jersey City University, New Jersey Performing Arts Center, Niagara Falls International Airport, Northwestern University, Oakland International Airport, Oregon Health & Science University, Oregon State University, Oregon State University, Oregon State University Reser Stadium, Oriole Park at Camden Yards, Paul Brown Stadium, Penn State University Beaver Stadium , Pennsylvania State University, Portland International Jetport, Portland International Airport, Princeton University, Red Bull Arena, Richmond International Airport, Salt Lake City International Airport, San Diego International Airport, San Diego State University, San Jose Convention Center, Santa Monica Civic Auditorium, SeatGeek Stadium, Soldier Field, Southwest Florida International Airport, Stanford University, T Mobile Arena, Texas A&M University, Towson University, Tufts University, Tulane University, United Center, University of Akron, University of Alaska Anchorage, University of California, Davis, University of Akron, University of Central Florida, University of Central Florida, University of Colorado Health Sciences, University of Miami, University of South Florida, University of Southern California, University of Texas, Austin, University of Toledo, University of Toledo , University of Tulsa Chapman Stadium, University of



	<p>Washington, University of Wisconsin, Madison, and US Bank Arena.</p> <p>Managing more than \$4,000,000,000 in client revenues annually with 2023 company net revenue of \$31,100,000, we are financially secure. Though public sector revenue is not specifically tracked and broken out, it is estimated that approximately 50% of net revenues (\$15,550,000 annually, more than \$46,650,000 over the past 3 years ) relate to public sector services.</p>
<p><b>1.4.2. Education Success.</b> 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 &amp; school districts and high education)?</p>	<p>Managing more than \$4,000,000,000 in client revenues annually with 2023 company net revenue of \$31,100,000, we are financially secure. Though education sector revenue is not specifically tracked and broken out, it is estimated that approximately 5% of net revenues (\$1,555,000 annually, more than \$4,665,000 over the past 3 years ) relate to education sector services.</p>
<p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>SP+ serves myriad governmental and public sector clients including cities, universities, airports, hospitals, and stadiums across North America. Managing more than \$4,000,000,000 in client revenues annually with 2023 company net revenue of \$31,100,000, we are financially secure. Though governmental and public sector revenue is not specifically tracked and broken out, it is estimated that approximately 50% of net revenues (\$15,550,000 annually, more than \$46,650,000 over the past 3 years ) relate to public sector services.</p>
<p><b>1.4.4. Customer References.</b> 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"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the</li> </ul>	<p><b>Case Western Reserve University/University Hospitals</b>  Contact: Mr. Richard Jamieson, VP Campus Services  Address: 10900 Euclid Avenue, Cleveland, OH 44106  Phone: (216) 368-3720  Email: richard.jamieson@case.edu  Term: 2004 – Present</p> <p>SP+ Transportation provides the shuttle bus system for the multifaceted Case Western Reserve University/University Hospitals complex in the heart of Cleveland, Ohio. In addition to providing free transportation to students, faculty, staff and visitors of the University and Hospitals, the system also serves the neighboring University Circle Institutions (museums, Botanical Garden, etc.)</p> <p>22 (diesel and gasoline) shuttle buses  7 days per week (16-24 hours per day)  43,855 annual service hours  454,000 annual passengers</p> <p><b>Massachusetts Institute of Technology</b></p>

products and services your company provided.

Contact: Mr. Thomas Giannino, Operations Manager  
Address: W20-022, Cambridge, MA 02139  
Phone: (617) 253-5142  
Email: tompg@mit.edu  
Term: 1996 – Present

SP+ Transportation provides a full range of services to MIT in Cambridge, Massachusetts. We provide all the vehicles, maintenance, labor, insurance, etc. for the University's comprehensive and very intensely utilized shuttle transportation system. We also provide charter services. Moreover, we manage and operate the University's parking system, as well as its "commuter services" (coordination with public transit agencies, sale of public transit cards, issuance of on-campus and off-site parking passes, etc.)

12 (diesel) shuttle buses

7 days per week (21 hours/day including SafeRide service)

236,402 annual service hours

302,000 annual passengers

#### **Cleveland Hopkins International (CLE)**

Contact: Bill Mullins  
Address: 5300 Riverside Drive, Cleveland, OH 44135  
Phone: 216-265-6088  
Email: bmullins@clevelandairport.com  
Term: 2011 – Present

Our responsibilities and details of our service include Employee shuttles , Parking lot shuttles , CONRAC shuttles , In-house maintenance, 24 hours per day / 7 days per week, 4 Ford E450 Cutaway (Diesel), 8 Ford F550 Cutaway (Diesel), 15 Eldorado EZ Rider II (Diesel), 99,645 annual in-service hours, 2,721,704 annual passengers

#### **George Bush Intercontinental (IAH)**

Contact: Walt Gray  
Address: PO Box 60106, Houston, TX 77205-0106  
Phone: 281-233-1741  
Email: walt.gray@houstontx.gov  
Term: 2021 – Present

Our responsibilities and details of our service include Parking lot shuttles, Employee shuttles, In-house maintenance, 24 hours per day / 7 days per week, 58 Ford E450 Cutaway (CNG), 198,625 annual in-service hours, 1,234,808 annual passengers

#### **Portland International (PDX)**

	<p>Contact: Steve Koester  Address: 7200 NE Airport Way, Portland, OR 97218  Phone: 503-460-6529  Email: steven.koester@portofportland.com  Term: 2022 – Present</p> <p>Our responsibilities and details of our service include Employee shuttles , Parking lot shuttles , AOA shuttles , 24 hours per day / 7 days per week, 24 ELDorado EZ Rider II (CNG), 6 Cobus (Diesel), 145,000 annual in-service hours, 2,746,608 annual passengers</p> <p><b>San Diego International (SAN)</b>  Contact: Marc Nichols  Address: PO Box 82776, San Diego, CA 92138  Phone: 619-400-2824  Term: 2022 – Present</p> <p>Our responsibilities and details of our service include CONRAC shuttles , 24 hours per day / 7 days per week, In-house maintenance, 16 ELDorado Axess (CNG), 14 Gillig Low Floor (CNG), 130,959 annual in-service hours, 4,068,205 annual passengers</p>
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**2. PRODUCTS & SERVICES**

**2.1. PRODUCTS & SERVICES**

<p><b>2.1.1. <i>Product &amp; Services Description(s).</i></b> 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 the different functions and capabilities of your services, differentiators, advantages, user profiles &amp; capabilities; vehicle configuration and options, ability to transport passengers with a variety of different needs; compliance with federal, state, local laws &amp; requirements; vehicle options, training services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p>	<ol style="list-style-type: none"> <li>1. Transportation Network Companies <ul style="list-style-type: none"> <li>- Employee travel</li> <li>- Fleet augmentation</li> <li>- Campus transportation</li> </ul> </li> <li>2. Charter or High Capacity Transportation Services <ul style="list-style-type: none"> <li>- Large group or multiple transportation services</li> <li>- Vehicles of different sizes and capacities</li> <li>- Offset or supplement public transit demand</li> <li>- Scheduled or contracted on-demand services</li> </ul> </li> <li>3. Alternate Student Transportation <ul style="list-style-type: none"> <li>- Students or campus transportation</li> </ul> </li> <li>4. Other transportation services or solutions <ul style="list-style-type: none"> <li>- Shuttle services</li> <li>- Operational and fleet assessment</li> </ul> </li> <li>5. Technology</li> </ol> <p>We have current operations in nearly every state and having identified options and pricing for the entirety of the country offers Equalis members unprecedented access to transportation</p>
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<p><b>IMPORTANT.</b> This description along with the products and services included in the <b>Attachment B – Cost Proposal</b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>resources regardless of their geographic location. SP+ has an understanding of county, state, and federal laws regarding provision of transportation services and has internal DOT training resources and quality assurance teams to ensure the services provided are safe, timely, and customer oriented.</p>
<p><b>2.1.2. Parental Access.</b> For Respondents who are providing services to people under the age of 18, describe how parents or guardians are given visibility or access to tracking and communication.</p>	<p><u>Any service where the primary passengers are unaccompanied minors would have all tech services protected with a password that can be issued by the client to those persons authorized to have that information.</u></p>
<p><b>2.1.3. Administrative &amp; User Interface.</b> Describe what features and capabilities are available to your customer to manage their transportation services. Your response may include, but is not limited to, the capabilities of a mobile app or website, reporting, scheduling, tracking, API's &amp; integrations.</p>	<p><u>We offer a variety of solutions for our clients and end users. Web or App based vehicle tracking and estimated arrival times. Electronic passenger counting and reporting are available in several formats. Open API's are available through all of our tech solutions.</u></p>
<p><b>2.1.4. Safety &amp; Reliability.</b> Describe any processes and procedures to ensure the safety of your customer and reliability of your service. Respondents should include their safety report for the 2023 calendar year to support their response.</p> <p>Your response may include, but it not limited to, background checks, driver screening, rider/driver validation, drug &amp; alcohol testing, GPS tracking, vehicle standards &amp; inspections, or any other verifiable step that is taken to ensure passenger safety.</p>	<p><u>Our comprehensive Operator Training Program consists of intensive Classroom Training, Yard Training and Behind-the-Wheel Training. The Program is designed to be targeted and flexible so as to be utilized for new-hire, period and refresher training. A detailed Operator Training Program Checklist for our Shuttle Bus Operator Training Program follows:</u></p> <p><b><u>Classroom Training</u></b></p> <ul style="list-style-type: none"> <li><u>Operator Training Program Introduction</u></li> <li><u>Operator Training Program Basics</u></li> <li><u>Overview of the Employee Handbook and Code of Business Conduct</u></li> <li><u>DOT Policies and Procedures</u></li> <li><u>General Safety and Compliance</u></li> <li><u>Preparing to Drive the Vehicle</u></li> <li><u>Driving the Vehicle</u></li> <li><u>Emergency Protocol</u></li> <li><u>SP+ Drug and Alcohol Policy</u></li> <li><u>Accidents</u></li> <li><u>Transporting Passengers</u></li> </ul>

Transporting Passengers with Disabilities and Medical Conditions  
Location Tour (restrooms, time clock, schedules, lunch room, offices)

**Yard Training**

Pre and Post Trip Inspection

Vehicle Fueling Process

Vehicle Lights

Shifting the Vehicle

Bus Feature Overview

Signaling

Turning (hand over hand method right and left turns)

Navigating Intersections

Navigating Railroad Crossings

Managing Special Hazards

Bus Feature Overview

Mirror Adjustments

Backing the Vehicle

Securing the Vehicle

End of Shift Protocol

Emergency Protocol (fire, flood, sick passengers, robbery, vehicle hijacking, mechanical failure)

Using the Warning Triangles

Greeting Passengers

Luggage Lifting Demonstration and Group Participation

Demonstration of Pre and Post Trip Inspection

Service Stops

Boarding and De-boarding Passengers

Kneeling Bus and/or Lifts Demonstration

Drive Cam and/or Technology Demonstration

Wheelchair Securement

Demonstration of Radio and Radio Announcements

**Behind The Wheel Training**

Entering and Exiting the Expressway

Changing Lanes

Passing Procedures

Tour of Route and Stops

Boarding and De-boarding Passengers

Tour of Routes and Stops

Tour of Maintenance and Gas Facilities

Operator Driving Practice

**Ongoing & Refresher Training**

SP+ has comprehensive on-going and refresher training programs. We provide paid mandatory quarterly training with subjects including but not limited to customer service, safe driving, diversity and sexual harassment prevention. We perform annual driver performance evaluations, behind-the-wheel refresher and post-accident/incident training.

**Monitoring & Evaluating Employee Performance**

We augment our training program with a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance. Compliance reports are circulated and reviewed to ensure training standards are maintained.

**Road Test Certifications**

Pursuant to DOT and SP+ policies, each driver must pass a road test certification. This also enables the supervisor to impart valuable knowledge regarding the University, courtesy to patrons, policies and procedures (e.g. lost and found), traffic situations and vehicle operations.

**Ride-Along**

A supervisor accompanies each driver on his/her route to observe and train in bus operations and customer service.

**Trailing Observations**

Supervisors periodically follow each driver in an unmarked or Company vehicle to ascertain compliance with all traffic laws, regulations, policies and procedures.

**Supervisor Training**

SP+ will provide managerial and supervisory training when applicable and as needed. Enhancing these core skills will improve overall performance as well as staff cohesiveness and professionalism:

Customer relations

Teamwork

Leadership skills

Computer skills

Effective supervision

Communication skills

Diversity and sensitivity

Reasonable suspicion (drug & alcohol)

	<p><u>Accident investigation</u></p>
<p><b>2.1.5. <i>Scheduling &amp; Responsiveness.</i></b> Describe what options are available to members for booking and arranging transportation services. Your response may include details related to turnaround time, on-going schedules, one-off scheduling, and any other detail associated with accessing the services included in your proposal.</p>	<p><u>We are absolutely flexible with regard to scheduling. Although there is a defined process to identify needs, secure resources, work through contracting, etc. we have also provided shuttle service with a days notice and have systems in place to accommodate immediate needs whenever it is possible to do so. Scheduling service will generally require an initial email/call to identify need and a same day response to affirm the request has been received. From there, the request would be submitted to a regional team to facilitate and coordinate details and timing.</u></p>
<p><b>2.1.6. <i>Security and Data Protection.</i></b> Describe the processes and safeguards you have in place to protect a customer data and information.</p>	<p><u>Our company is SOC 2 compliant, and documentation is available on request. Data under transit is safeguarded using HTTPS certificates and data-at-rest are encrypted using 256-bit encryption algorithms. User data is accessible using their login credentials and the solution has required guardrails in place to ensure that the administrator team accesses the data using appropriate roles and permissions.</u></p> <p><u>Credit Card information is regulated by the Payment Card Industry (PCI) Data Security Standard (DSS). This PCI DSS is a set of data security requirement that applies to all employees, merchants, vendors, service providers, contractors, and business partners who store, process, or transmit sensitive cardholder data as well as to all system components included in, or connected to the cardholder data environment.</u></p> <p><u>Please see attached proposal for additional information</u></p>
<p><b>2.1.7. <i>Value-Add or Additional Offering.</i></b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p><u>Transportation services meet an underlying need to provide access. As a transportation, parking, and technology company, we are uniquely able to not only address the physical transportation of customers (shuttle service), but also to understand and address other forms of access including those individuals who prefer to drive themselves. Our solutions can be focused on transportation alone or holistic, encompassing all aspects of delivering access.</u></p> <p><u>Our dedicated Transportation Division regularly works with our clients to design routes, specify equipment including sustainable options such as EV and natural gas shuttles, monitor ridership, broadcast shuttle locations, develop maintenance facilities, establish KPIs, etc. We understand all the variables of transportation operations and are prepared to ensure that every solution we take part in is right-sized and prepared to meet the immediate needs identified and to evolve with the system itself.</u></p>

	<p><u>Understanding how technology can be used across the various services we offer is an ongoing and ever-changing mission. Beyond simply reacting to technological innovations introduced to the marketplace, we strive to be proactive and seek to recognize how upcoming technologies can affect our offerings. Through dedicated positions within the company, we are aware of the cutting edge and how it can be adopted. Furthermore, because we provide services across numerous markets and through various service offerings, we often have the opportunity to cross-pollinate and introduce these technologies across industries.</u></p>
<p><b>2.1.8. <i>Open Market Products.</i></b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b><u>Part One, Section 5.4 – Other Pricing Scenarios.</u></b></p>	<p><u>Each transportation operation is unique with regard to specific needs and path to success. We regularly provide and integrate with services and systems outside of our core offering in pursuit of our desire to be a total solution provider. From the outset of each engagement, SP+ will evaluate the request for applicable Open Market Products and determine what solution can be offered along with applicable pricing.</u></p>
<p><b>2.1.9. <i>Warranty.</i></b> 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 <b><u>Attachment B – Cost Proposal.</u></b></p>	<p><u>Not Applicable</u></p>
<p><b>3. <u>BUSINESS OPERATIONS</u></b></p>	
<p><b>3.1. Customer Service</b></p>	
<p><b>3.1.1. <i>Customer Service Department.</i></b> Describe your company’s customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of</p>	<p><u>SP+ works with each client to collaborate and tailor guest services to the needs of the location. Typically, the client’s in-house system is set up with a section of the guest service portal that is specific to parking. All compliments or complaints are entered into the system and any concerns guest services have would be</u></p>



<p>customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p><u>forwarded to the parking management team. Those concerns are addressed and responded to for guest services to reply to the customer. If SP+ receives a complaint directly it is addressed and forwarded on to the venue’s guest services team to document and log.</u></p> <p><u>We appreciate that it is simply not enough just to identify when a customer has an issue. When customers feel that it is necessary to voice a complaint, we take the necessary steps to ensure that the complaint is heard and resolved to the best of our ability. Most customer complaints are handled at the local level. Usually, a customer would contact our Senior Manager or the client representative to voice a complaint. Once the Senior Manager receives the complaint, he or she will work to resolve the issue. Whenever management receives a complaint, that manager is responsible for ensuring the complaint is resolved.</u></p> <p><u>There are two other means by which complaints can be registered: Through the Contact Us link on the company website (<a href="http://www.spplus.com">www.spplus.com</a>), customers may register complaints via the link; or by phone. In addition, the company website provides names and phone numbers of upper-level managers who can be contacted directly via telephone or email. All complaints are registered in a database and automated email notifications are sent to representatives of the company based on the allegation type. All complaints are investigated and all findings are electronically recorded in the database. Complaints received by telephone are routed to the appropriate manager for resolution.</u></p> <p><u>Please see attached proposal for additional information about our Customer Service Policy.</u></p>
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**3.2. Order & Invoice Processing; Payment; Administrative Capabilities**

<p><b>3.2.1. Proposal Development, Order, and Invoice Process.</b> a) Describe the process for developing a proposal, quote, rate, fair, or pricing. Your response may include, but is not limited to, the factors that impact prices and rates. b) Describe your invoice process and acceptable form of payment.</p>	<p><u>For self-operated locations, the total cost of the vehicle is broken down by the cost of fuel, insurance, driver wages and benefits, capital costs, repair and maintenance, and business costs. With subcontracted locations, pricing is established for the service and compared with a goal of at minimum of 2 other qualified subcontractors for service. Once received, an expense analysis is completed to ensure that the best pricing is being provided. An invoice along with required reporting information will be submitted by the 15th of the month for the prior months activity. Payments may be made via check mailed to our lockbox or ACH which is the preferred method.</u></p>
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## 4. PRICING

### 4.1. Cost Proposal

<p><b>4.1.1. Pricing Model.</b> 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><u>A simplified formula for shuttle operational expenses would be Fuel Cost (vehicle mileage/daily route miles x cost per gallon per day x 30 days) + (Shuttle Insurance cost/ 30 days) + Labor Cost (hours of service + 1 Hour inspections x driver wage x 30 days) + Benefits (monthly benefit cost including health, dental, vision, 401k, HSA, ect.) + Capital Costs (monthly allocated facility costs) + (amortized vehicle cost) + (monthly technology and safety costs) + (capital obligations) + Repair and Maintenance (cleaning, breaks, tires, fluids, major repair, minor repair ect.) + Overhead (monthly profit margin + support staff wages + their associated business costs {training time, radios, hardware needs, general business needs}) = Expense Cost / Monthly service hours = Hourly Billable Rate. The SP+ Program Management Fee is 7.5% of billable service. There is a one time \$4,000 technology fee per site.</u></p>
<p><b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p><u>The prices in the Master Agreement will tie out to the rates that will appear in the member invoice.</u></p>
<p><b>4.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Respondent’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 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 checked="" type="checkbox"/> not applicable. Please explain below.</p> <p><u>Pricing provided in our proposal is presented as a “not to exceed” cost. SP+ anticipates negotiating final pricing with members.</u></p>
<p><b>4.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p><u>Not Applicable</u></p>
<p><b>4.1.5. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no,</p>	<p><u>Not Applicable</u></p>

<p>describe how freight, shipping, and delivery costs are calculated.</p>	
<p><b>4.1.6. Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5.4 – Other Pricing Scenarios.</b></p>	<p><u>When pricing Open Market or Sourced Goods, SP+ intends to obtain bids from qualified providers. Bids will be evaluated on cost, quality, availability, payment terms and how well the potential vendor supports the business objectives of the Master Agreement.</u></p>
<p><b>4.1.7. Total Cost of Acquisition.</b> Identify any components from the total cost of acquisition that are <b>NOT</b> included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p><u>Not Applicable</u></p>

**5. GO-TO-MARKET STRATEGY**

**5.1. Respondent Organizational Structure & Staffing of Relationship**

<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p><u>The key contact for all aspects of this engagement will be Don Jordan</u>  <u>Senior Vice President</u>  <u>(407) 409-2892</u>  <u>djordan@spplus.com</u></p> <p><u>As Senior Vice President, Don is responsible for overall transportation, traffic and parking planning, development and operational implementation of major transport programs across all operations for SP+ GAMEDAY to include overall project management leadership in the areas of bus operations, traffic, access and parking and venue transportation management. Recent experience includes the Super Bowl in New Orleans, the Republican National Convention in Tampa and comprehensive event planning for Florida State University. Don has communicated and presented complex transportation and security access plans to various departments, committees during</u></p>
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	<p>his career with SP+ and has been both published and is asked to speak in industry forums on a regular basis.</p> <ul style="list-style-type: none"> <li>- <u>Attended the United States Air Force Academy and graduated from Millersville University of Pennsylvania</u></li> <li>- <u>Active Member of the International Parking and Mobility Institute, Stadium Manager’s Association, International Association of Venue Managers and Sports Business Journal</u></li> <li>- <u>Active Member of National Association of College Directors of Athletics and Soccer Operations Seminar and National Association of College Auxiliary Services</u></li> </ul>
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<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p><u>SP+ employs over 20,000 people across 3,400 parking facilities operating in 350 cities across the US. SP+ operating groups include SP+ Airport Services, SP+ GAMEDAY, SP+ Healthcare Services, SP+ Hospitality Services, SP+ Municipal Services, SP+ University Service, and many more. We incentivise all levels of the organization to identify opportunities and sell our services through “Spiff” programs available to all employees and our company is built upon a foundational understanding that each and every employee can and should always be looking for a new opportunity.</u></p> <p><u>Corporately, we have a robust team of local, regional, and national sales-focused roles tasked with fostering opportunities, developing proposals, client engagement, external communication, etc, and have resources including a National Account Team tasked with developing and implementing sales strategy and materials to ensure an engagement such as this with Equalis is capitalized upon.</u></p> <p><u>SP+ is headquartered in Chicago, IL. Our commercial operations are organized under five regions: Northeast, Southeast, Midwest, Southwest, and West. Each region is headed by a Senior Vice President, along with regional offices to support all of its designated operations.</u></p>
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**5.2. Contract Implementation Strategy & Expectations**

<p><b>5.2.1. Contract Expectation.</b> What are your company’s expectations in the event of a contract award?</p>	<p><u>Our expectation is that we will get out of the Equalis contract what we put into it in terms of time, strategy, and resources. We understand that some opportunities may be presented based on an Equalis member perusing the catalog for services but recognize that being proactive with our outreach and identification of opportunities will lead to the greatest success and engagement. We are committed to making that happen nationally, regionally, and locally...</u></p>
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<p><b>5.2.2. <i>Five (5) Year Sales Vision &amp; Strategy.</i></b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p><u>Our vision is to be the preferred transportation partner for all Equalis organizations across North America. We have a unique geographic depth and ability to respond to short-term needs and to engage in planning for and implementing long-term solutions. Our strategy to leverage a resulting contract is two-fold, to be reactive to any/all requests that come in through the Equalis platform and, more importantly, to use our existing and substantial teams to proactively seek out and identify Equalis member organizations who are currently utilizing transportation providers and approach them under the Equalis contract to seek an engagement. Given our significant national presence (more than 20,000 employees across the country), we have an immense capacity to grow the transportation services offered through a resulting Equalis contract. In addition to local teams, we have a National Accounts team corporately who will be tasked with sharing notification of the contract across the company and with developing and implementing company-wide approaches to incentivise and drive new business under the Equalis contract. Posting to the company website and dissemination of the information would occur within the first month of our engagement.</u></p>
<p><b>5.2.3. <i>Sales Objectives.</i></b> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p><u>Our top-line sales objectives can be summarized by one word: Growth. SP+ is focused on continuous expansion of our operational footprint across all geographic areas and vertical markets. We appreciate the level of resources needed to be successful for operations of all sizes and have the organizational depth and expertise to deliver any transportation need, whether is be a single shuttle or more than 500 for operations such as Super Bowl (where we have provided transportation services for more than 20 years).</u></p>
<p><b>6. ADMIN FEE &amp; REPORTING</b></p>	
<p><b>6.1. Administration Fee &amp; Reporting</b></p>	

<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p><b>Please provide your proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b>Attachment A – Model Administration Agreement.</b></p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>SP+ is in agreement with these reporting requirements as <u>outlined.</u></p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that your sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p><u>As a publicly traded company, SP+ is held to Sarbanes-Oxley level financial reporting standards. Our operational teams are required to self-audit on an annual basis in the areas of financial controls, risk, safety and operational policy and procedure. Additionally, SP+ maintains a team of auditors independent of operations that audit our operations on an annual basis in the areas of financial controls, risk, safety and operational policy and procedure. In both scenarios, audits are scored, a remediation plan is developed with appropriate action plan to remedy any deficiencies.</u></p>

## **PROPOSAL FORM 2: COST PROPOSAL**

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents 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.

Respondent'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 Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: Yes No

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

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

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

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

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

Respondent certifies that this firm is an DVBE: Yes No

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

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

Respondent certifies that this firm is an HUB: Yes No

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

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

Respondent certifies that this firm is an HUBZone: Yes No

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

**f. Other**

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

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

***(The rest of this page is intentionally left blank)***



## **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 Respondent 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.

SP Plus Corporation is in compliance with all federal, state and local laws, rules and regulations. We possess all applicable licenses, certificates, permits and other professional credentials necessary to perform the services as specified under this RFP.

***(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 Respondent 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 Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, 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

*(The rest of this page is intentionally left blank)*

## 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 Respondent 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 Respondent'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 Respondent's performance of the work, and the best interests of Members.

Provide statement here



### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents 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 Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent'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 Respondent's performance of the work, and the best interests of Members.

Provide statement here



***(The rest of this page is intentionally left blank)***

## 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.

Respondent Response: Click or tap here to enter text.

***(The rest of this page is intentionally left blank)***

## 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. Companies 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 Respondent's proposal being deemed nonresponsive to this RFP.**

I, **Don Jordan**, hereby certify and affirm that **SP+ Corporation**, 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, **Don Jordan**, hereby certify and affirm that **SP+ Corporation**, 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, **Don Jordan**, hereby certify and affirm that **SP+ Corporation**, 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, **Don Jordan**, hereby certify and affirm that **SP+ 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, **Don Jordan**, hereby affirm that this proposal accurately represents the capabilities and qualifications of **SP+ 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 Respondent 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:	Don Jordan
Company Name:	SP Plus Corporation
Mailing Address:	1017 Wading Waters Circle, Winter Park, FL 32792
Email Address:	djordan@spplus.com
Job Title:	Senior Vice President

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, 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:	Don Jordan
Mailing Address:	1017 Wading Waters Circle, Winter Park, FL 32792
Signature	
Title of Signatory:	Senior Vice President


***(The rest of this page is intentionally left blank)***

## 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 Respondent that:

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

Signature:	
Date:	May 3, 2024

***(The rest of this page is intentionally left blank)***



# PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

## 1. **Contractor's Employment Eligibility**

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

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

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

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


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

## 2. **Fingerprint & Criminal Background Checks**

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

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

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

Signature:	
Date:	May 3, 2024

***(The rest of this page is intentionally left blank)***



## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

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

( )

***(The rest of this page is intentionally left blank)***

## 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 Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’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 Respondent 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 Respondent agree? [Click or tap here to enter text.](#)

( )

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

(  )

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

(  )

### 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](http://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 Respondent agree? [Click or tap here to enter text.](#)

( )

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

( )

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

( )

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

( )

## 8. **Debarment and Suspension**

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

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

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

( )

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

( )

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

( )

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

( )

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

( )

13. ***Domestic preferences for procurements***

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

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

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

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

( )



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

( )

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

( )

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:	<a href="#">Don Jordan</a>	
Company Name:	<a href="#">SP+ Corporation</a>	
Mailing Address:	<a href="#">1017 Wading Waters Circle, Winter Park, FL 32792</a>	
Job Title:	<a href="#">Senior Vice President</a>	

***(The rest of this page is intentionally left blank)***

# PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

***Please answer the following question. If yes, complete this Proposal Form.***

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA 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 Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent 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. ***Access to Records***

### **For All Procurements**

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

( )

### **For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration**

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

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

(  )

**2. Changes**

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

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

(  )

**3. Use of DHS Seal, Logo, and Flags**

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

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

( )

**4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency’s contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

( )

**5. No Obligation by Federal Government**

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

( )

**6. Program Fraud and False or Fraudulent Statements or Related Acts**

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

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

( )

**7. Affirmative Socioeconomic Steps**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

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

( )


**8. License and Delivery of Works Subject to Copyright and Data Rights**

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

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

( )

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:	<a href="#">Don Jordan</a>
Company Name:	<a href="#">SP+ Corporation</a>
Mailing Address:	1017 Wading Waters Circle, Winter Park, FL 32792
Job Title:	<a href="#">Senior Vice President</a>

# PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

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

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

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

### **AZ Compliance with Federal and State Requirements**

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

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

### **AZ compliance with workforce requirements**

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

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

### **AZ Contractor Employee Work Eligibility**

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

### **AZ Non-Compliance**

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

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

**Registered Sex Offender Restrictions (Arizona)**

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

**Offshore Performance of Work Prohibited**

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

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

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

Does Respondent agree?

(Initials of Authorized Representative)

Date: [May 3, 2024](#)

***(The rest of this page is intentionally left blank)***

# PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

***Please answer the following question. If yes, complete this Proposal Form.***

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

**Street:** 200 E Randolph Street, Suite 7700

**City, State, Zip Code:** Chicago, IL 60601

**Complete as appropriate:**

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

**OR:**

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

**OR:**

I, Don Jordan, an authorized representative SP Plus Corporation, 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
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NONE


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

Signature:	
Date:	<u>May 3, 2024</u>

***(The rest of this page is intentionally left blank)***

B. Non-Collusion Affidavit

Respondent Name: SP Plus Corporation

City, State Zip: **Chicago, IL 60601**


State of New Jersey

County of Insert County name

I, Don Jordan, of the Winter Park in the County of Orange, State of Florida of full age, being duly sworn according to law on my oath depose and say that:

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

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

Authorized signature:	
Job Title:	Senior Vice President

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

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

Company Name:	SP Plus Corporation	
Street Address:	1017 Wading Waters Circle	
City, State, Zip Code:	Winter Park, FL 32792	

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:


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

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

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

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature:	
Title of Signatory:	Senior Vice President
Date:	May 3, 2024

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

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



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Signature of Procurement Agent

***(The rest of this page is intentionally left blank)***

## 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](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](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:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

### Part I – Vendor Information







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

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

E. Stockholder Disclosure Certification

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

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

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 18: 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:

### Termination

~~(Section Three, Sections 2.9 and 2.10). The parties may terminate for default:~~

~~In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.~~

~~The way the above is written, the non-breaching party may terminate if the breach is not cured within 30 days, even if no notice is sent ("may provide written Notice"). At a minimum, SP+ needs the right to cure an alleged breach -- 10 days for a monetary breach and 30 days for a non-monetary.~~

~~In addition, SP+ would require the right to terminate all agreements with sixty (60) days' notice.~~

### Pricing

~~(Section One, Pages 9 & 10 and Section Three, Section 2.3)~~

~~Auditable Pricing. SP+'s pricing must be "based on a verifiable pricing methodology for all Products & Services".~~

~~If SP+ is proposing an all-inclusive hourly rate for service, neither CCOG nor Equalis should have the right to audit our books to determine whether our prices are based on a "verifiable pricing methodology".~~

~~Mark-Up. Page 9 of Section Two states the following:~~

~~Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered by the Winning Supplier.~~

~~If SP+ is proposing an all-inclusive hourly rate for service, this language will need to be amended to accommodate the pricing structure.~~

~~Administration Fee. SP+ must agree to pay Equalis an Administrative Fee. SP+ believes that alternate fee structures should be addressed such as the fee being based on net revenue. In addition, the payment period of the administrative fee should be limited.~~

~~Indemnity (Section 2.7 of Master Agreement). We need to indemnify CCOG and Equalis Group from any claims arising out of our actions.~~

- ~~(a) We customarily limit indemnity to matters caused by our negligence or willful misconduct.~~
- ~~(b) We customarily do not indemnify the client for any loss of profit, indirect, incidental, special, exemplary, compensatory, punitive or consequential damages.~~

~~Subcontracting (Section One, Page 6). SP+ cannot subcontract without the client's prior approval. SP+ would requires that the client's approval will not be unreasonably withheld.~~

## **General**

SP+ reserves the right to not accept a member contract if after learning the scope, the pricing model proposed is not adequate or in line with the intent of the RFP. Additionally, SP+ wishes to be insulated from making pricing adjustments to existing clients that would negatively impact the SP+ financial outcome.

*(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 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

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

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

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


- Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement.**
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.



# PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER 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 Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	SP Plus Corporation
Address	1017 Wading Waters Circle
City/State/Zip	Winter Park, FL 32792
Phone Number	407-409-2892
Email Address	djordan@spplus.com
Printed Name	Don Jordan
Job Title	Senior Vice President
Authorized Signature	

### Initial Term of the Master Agreement

Contract Effective Date:	July 1, 2024
Contract Expiration Date:	June 30, 2028
Contract Number:	<b>COG-2155A</b>

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

The Cooperative Council of Governments, Inc. 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139		Equalis Group, LLC. 5540 Granite Parkway, Suite 200 Plano, Texas 75024	
By:	<u>Dr. Franklyn A. Corlett</u> <small>Dr. Franklyn A. Corlett (Jan 24, 2025 07:59 EST)</small>	By:	

Name:	Franklyn A. Corlett		Name:	Eric Merkle
As:	CCOG Board President		As:	EVP, Procurement & Operations
Date:	Jan 24, 2025		Date:	Jan 23, 2025










# Agreement - SP Plus & CCOG (Master) - 2024.07.01

Final Audit Report

2025-01-24

Created:	2025-01-23
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATw_yamt462ITPaJH93DJW7KGuRes_36p

## "Agreement - SP Plus & CCOG (Master) - 2024.07.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
2025-01-23 - 10:08:41 PM GMT
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature  
2025-01-23 - 10:08:48 PM GMT
-  Document emailed to Frank Corlett (fcorlett@solonohio.org) for signature  
2025-01-23 - 10:08:48 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)  
2025-01-23 - 10:10:42 PM GMT
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)  
Signature Date: 2025-01-23 - 10:10:54 PM GMT - Time Source: server
-  Email viewed by Frank Corlett (fcorlett@solonohio.org)  
2025-01-24 - 12:59:12 PM GMT
-  Signer Frank Corlett (fcorlett@solonohio.org) entered name at signing as Dr. Franklyn A. Corlett  
2025-01-24 - 12:59:44 PM GMT
-  Document e-signed by Dr. Franklyn A. Corlett (fcorlett@solonohio.org)  
Signature Date: 2025-01-24 - 12:59:46 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-24 - 12:59:46 PM GMT