



REQUEST FOR PROPOSALS:
IT Managed Services

RFP #:
COG-2163

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

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

DATED:
November 8, 2024

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

SECTION ONE

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

1. Overview

This request for proposal (“**RFP**”) is published by the Cooperative Council of Governments (“**CCOG**”) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for IT managed services (the “**Program**”) that will be available to current and future members of Equalis Group (the “**Members**”). Companies and organizations which respond to this RFP (“**Respondents**”) and awarded a Master Agreement are referred to, throughout this RFP and supporting documentation, as a “**Winning Supplier**” or “**Awarded Supplier**”.

The use of the Master Agreement by any public agency is preceded by registration with Equalis Group and by using the Master Agreement (a “**Program Participant**”), any such Program Participant agrees that it is registered with Equalis Group, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, that can be accessed at <https://equalisgroup.org/member-registration/>, or as otherwise agreed to. Under applicable state statutes, public sector entities nationwide that join Equalis Group can purchase products and services through the resulting Master Agreement without having to conduct their own formal procurement process, thereby saving both themselves significant time and money.

2. CCOG Background

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

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

3. Role of Equalis Group

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

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

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

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

4. Purpose

The primary purpose of this Program is to offer Members a complete and comprehensive offering of IT managed services.

5. Scope

CCOG is seeking proposals for IT managed services. This RFP and contract award process is a solutions-based solicitation; meaning that CCOG is seeking solutions that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

CCOG acknowledges the dynamic nature of the information technology industry, the needs of the Member, and the potential for project or customer requirements that extend beyond the conventional interpretation of this scope. Accordingly, Respondents are encouraged to propose a range of products & services that include or complement the core scope. This extension is designed to accommodate a diverse array of customer-specific requirements that may arise and ensures that Members have access to a comprehensive suite of solutions through the awarded contract(s). As a result, Respondents are encouraged to propose their complete catalog, products and services. However, Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories.

The IT Managed Services scope encompasses a comprehensive suite of technology solutions designed to support and optimize an organization's IT infrastructure and operations. This includes. But is not limited to:

5.1. Network Management and Security:

- a. 24/7 network monitoring and maintenance
- b. Firewall management and intrusion detection/prevention
- c. VPN setup and management
- d. Wi-Fi network optimization

5.2. Infrastructure Management:

- a. Server administration and virtualization
- b. Storage solutions and data management
- c. Disaster recovery and business continuity planning
- d. Hardware procurement and lifecycle management

5.3. End-User Support:

- a. 24/7 help desk services
- b. Remote and on-site technical support
- c. Device management (computers, mobile devices, peripherals)
- d. Software installation, updates, and patch management

5.4. Cybersecurity Services:

- a. Vulnerability assessments and penetration testing
- b. Security awareness training for employees
- c. Endpoint protection and encryption
- d. Compliance management (HIPAA, PCI-DSS, GDPR, etc.)

5.5. Data Analytics and Business Intelligence:

- a. Data warehouse design and implementation
- b. Business intelligence tool integration
- c. Custom reporting and dashboard creation
- d. Predictive analytics solutions

5.6. Cloud Services:

- a. Cloud migration strategy and implementation
- b. Hybrid cloud environment management
- c. Cloud storage and backup solutions
- d. Software-as-a-Service (SaaS) integration

5.7. Unified Communications:

- a. VoIP system implementation and management
- b. Video conferencing solutions
- c. Collaboration tool integration (e.g., Microsoft Teams, Slack)
- d. Mobile device management and BYOD policies

5.8. Application Management:

- a. Custom application development and maintenance
- b. Legacy system integration and modernization
- c. API development and management
- d. Quality assurance and testing services

5.9. IT Strategy and Consulting:

- a. IT roadmap development
- b. Technology stack optimization
- c. Digital transformation initiatives
- d. IT governance and policy development

5.10. Automation and AI Integration:

- a. Robotic Process Automation (RPA) implementation
- b. AI-powered chatbots for customer service
- c. Machine learning models for predictive maintenance
- d. Workflow automation solutions

5.11. IoT and Edge Computing:

- a. IoT device management and security
- b. Edge computing infrastructure setup
- c. Real-time data processing and analytics

5.12. Compliance and Risk Management:

- a. Regular security audits and assessments
- b. Regulatory compliance monitoring and reporting
- c. third-party risk management
- d. Incident response planning and execution

These services are designed to be scalable and customizable, allowing organizations to select the specific solutions that best align with their business objectives and technological requirements. The managed services provider will work closely with the client to develop a tailored approach, ensuring seamless integration with existing systems and processes while driving innovation and efficiency across the IT landscape.

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

6. RFP Documents

This RFP documents consist of the following:

6.1. Section One:

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

6.2. Section Two:

- a. Proposal Submission, Technical Proposal, Cost Proposal and Required Forms

6.3. Section Three:

- a. General Terms and Conditions of Master Agreement

6.4. Attachments:

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

7. Anticipated Procurement Timetable

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

Activity	Dates & Times
RFP Publication; Q&A Period Opens	November 8, 2024
Pre-Proposal Meeting	November 21, 2024, from 1:00 PM to 2:00 PM Eastern*
Q&A Period Closes	November 27, 2024, at 5 PM Eastern

Q&A Responses Distributed	December 2, 2024
Deadline for Proposal Submission & Public Opening	December 13, 2024, at 3 PM Eastern*
Finalist Presentations	To Be Determined
Contract Award Issued	March 1, 2025 (estimated)

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

8. Q&A Period

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

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

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

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

9. Pre-Proposal Meeting

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

10. Public Opening

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

11. Communications Prohibited

From the issuance date of this RFP until an the award of contract to the Winning Supplier(s), there may be no communications concerning the RFP between any Respondent that expects to submit a proposal and any employee of CCOG, Equalis Group, any member of the Proposal Review Team ("PRT"), or any other individual, regardless of their employment status, who is in any way involved in the development of the RFP or the selection of a Winning Supplier ("**Communications Prohibited**"). The only exceptions to the Communications Prohibited are as follows:

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

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

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

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Section One, Part B – Conditions and Other Requirements

1. Respondent Requirements

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

2. Authorization of Contractors, Subcontractors, Dealers, Resellers, and Distributors

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

3. Costs Incurred

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

4. Trade Secret Prohibition, Public Information Disclaimers

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

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

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

5. Master Agreement

CCOG and Equalis Group will enter into a Master Agreement with the Winning Supplier. This Master Agreement defines a) the terms of the relationship between CCOG, Equalis Group, and the Winning Supplier, and b) the terms, conditions, and pricing of products and services and related capabilities offered to Members. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission (**"Products & Services"**).

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

Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **General Terms and Conditions Acceptance Form** provided in **Section Two** of this RFP. Any proposed changes are subject to CCOG and Equalis Group review and approval. Any exceptions or deviations not disclosed in the General Terms and Conditions Acceptance form will not be considered by CCOG after Notice of Intent to Contract has been issued.

6. Formation of Master Agreement

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

7. Administration Agreement

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

8. Ethical & Conflict of Interest

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

9. Waiver of Minor Proposal Errors

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

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

1. Proposal Submission

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

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

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

2. Supplemental Submission Documents

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

3. Proposal Amendment & Withdrawal

A proposal may be amended or withdrawn up to the time the proposals are due through the Bonfire procurement application, as provided in the **Anticipated Procurement Timetable**.

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

4. Estimated Spend & Available Funds

CCOG and Equalis Group anticipate a substantial number of current and future Members will enter into contracts resulting from this solicitation; however, CCOG and Equalis Group makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation nor assert any public funds have been allocated to purchase the products and services that will be available through this Program.

The total annual volume of business generated by Equalis Group Members ("**Spend**") for this contract category is estimated to be over forty million dollars (\$40,000,000.00) annually by year three (3) of the contract. The volume of Spend generated by each Awarded Supplier may vary based on their geographic reach and capabilities. This information is provided solely as an aid to Respondents preparing proposals only and performance will be determined by other factors such as Awarded Supplier's competitiveness and overall performance and support of the contract. The Awarded Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Cost Proposal & Pricing

5.1. Cost Proposal Requirements

A template for **Proposal Form 2: Cost Proposal** has been included as **Attachment B – Cost Proposal** and must be used as the base document Respondents use to submit their Cost Proposal. Respondents are permitted to revise

any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

All Respondents must complete and submit **Proposal Form 2: Cost Proposal** using the pricing methodology that best reflects the way pricing will be determined when providing solutions included within the scope of the Respondent's Proposal. The Cost Proposal will be used to define the Products & Services Respondents are offering Equalis Group Members through the Winning Supplier's Master Agreement. **Winning Supplier's contract pricing shall remain firm for 120 days after the award of a contract.**

5.2. Additional Pricing Information

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

- a. **Auditable Pricing.** It is the responsibility of the Respondent to provide a Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Members.
- b. **Value to the Members.** CCOG requests that Respondents offer Products & Services at lower prices and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
- c. **Not to Exceed Pricing.** CCOG requests that pricing be submitted as not to exceed. Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted.
- d. **Indefinite Quantity.** This RFP requests pricing for an indefinite quantity of products or related services.
- e. **Total Acquisition Cost.** The pricing included in your Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).
- f. **Administrative Fee.** Pricing provided shall include the administrative fee paid to Equalis Group.
- g. **Relevant Information.** All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- h. **Discounts.** Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
- i. **Miscellaneous Material.** For labor-based pricing, as described in **5.3. Common Pricing Methodologies**, all items not equipment or labor shall be considered miscellaneous material which will have a maximum margin applied to the cost of the miscellaneous material.
- j. **Cost Plus a Percentage or Cost-Plus Pricing.** Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered by the Winning Supplier.

5.3. Common Pricing Methodologies

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

- a. **Line-Item Pricing.** Products & Services are priced individually. For each line-item entry, Respondents must provide the standard "quantity of one" price currently available to government and educational customers ("**List Price**") as well as the price which will be offered to the Members ("**Contract Price**"). If applicable, Respondent will provide the associated discount in their pricing model where the Contract Price is calculated by applying the applicable discount to the List Price.

- b. Percentage Discount Off List Price by Catalog or Category.** Products, services, and/or solutions associated with a defined catalog or category are given a specific and uniform percentage discount based on a published List Price (“**Catalog Discount**” or “**Category Discount**”). Individualized percentage discounts can be applied to any number of defined product groupings. The types of products, parts, and services using the Catalog or Category Discount methodology must be clearly identified and defined. Respondents who submit a Cost Proposal utilizing a Catalog Discount or Category Discount will provide a copy of, or access through a public website, to the price list from which all products or services included in the Cost Proposal will receive a discount.

5.4. Other Pricing Scenarios

- a. Open Market Items or Sourced Goods.** If a project subject to the Master Agreement requires goods and services that are not covered in the RFP’s scope or if a required product or service is be custom designed, manufactured, or sourced to meet an individual project site’s conditions and/or provided for a unique application or project (“**Open Market Items**” or “**Sourced Goods**”), the Respondent should submit with their Cost Proposal an alternative costing method to transparently determine the amount a Member will pay for the Sourced Goods.

Examples of an alternative cost methods includes, but is not limited to:

- **Three Quotes/Proposals.** Obtain three (3) written cost proposals from providers and use the most advantageous cost proposal.
 - **Cost Plus a Mark Up.** Respondents may provide a not-to-exceed mark up on the products and services to cover project management, administrative, or other miscellaneous fees.
 - **Cost Plus a Fixed Flat Fee.** Respondents may provide a fixed flat fee on products and services. Respondents must define if that the flat fee is applied on a per unit, per transaction, or some unit of measure.
- b. Additional Discounts and Savings.** A Respondent may disclose the volume requirements and subsequent discounts extended to Members who purchase larger than normal volumes. All other rebate programs or incentives should be described and quantified as a part of your Cost Proposal.

5.5. All Products & Services Must Be Priced

All products and additional services including, but not limit to installation, delivery, tech support, training, and other services must be priced. Any product or service provided free of charge should be listed in order to be included on any resulting contract award.

6. Evaluation Process

6.1. Evaluation Caveats

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

- d. **Past Performance.** A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the Respondent is likely to provide quality Products & Services to our Members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

6.2. Evaluation and Scoring of Proposals

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

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

a. Part One – Technical Proposal Scoring Criteria:

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

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

- **Respondent Overview & Qualifications**
 - Twenty (20) total points allocated to:
 - Financial Strength & Legal Consideration
 - Industry Qualifications & Experience
 - Public Sector Experience
 - Customer References
- **Products, Services, Capabilities**
 - Thirty (30) total points allocated to:
 - Product & Service Offering
 - Differentiators
 - Value Add
 - Customer Service
 - Security and Data Protection
 - Geographic Reach & Availability
- **Go to Market Strategy**
 - Fifteen (15) total points allocated to:
 - Public Sector Growth Plan
 - Organizational Support
 - Contract Implementation & Expectations

b. Part Two – Cost Proposal Scoring Criteria

In order to be considered for an award, and for the PRT team to review the Cost Proposal, A Technical Proposal must achieve a total of at least 45 points (a score which represents that Respondent can

successfully perform the resulting contractual duties) out of the possible **65** points to qualify for continued consideration. Any Respondent's whose Technical Proposal does not meet the minimum required point threshold the associated sealed Cost Proposal will neither be opened nor considered for scoring.

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

CCOG may, at its sole discretion, select specific data from Respondent's Cost Proposal to evaluate. CCOG also reserves the right to request additional pricing scenarios for the purpose of providing market basket pricing or project-based pricing to compare Respondents' Cost Proposals more accurately.

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

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

7. Clarification & Negotiation

7.1. Proposal Clarification

Respondents identified as finalists may be requested to participate in a proposal clarification discussion as part of the evaluation process, if deemed necessary. The PRT reserves the right to select Respondents within the competitive range for discussion and may not seek clarification from all Respondents. Any Respondents interviewed will bear all their costs of any scheduled interview.

7.2. Negotiation

CCOG, in its sole discretion, may request all Respondents in the competitive range to submit a Best and Final Offer. Respondents must submit their Best and Final Offers in writing. If a Respondent does not respond to the request for a Best and Final Offer, that Respondent's most recent offer will be considered to be its Best and Final Offer. If negotiations take place it may result in alterations in prices and other benefits being made after the proposals are opened.

8. Final Scoring

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

9. Proposal Review Team Recommendation

The PRT will recommend to CCOG the Respondent or Respondents deemed to be responsible and whose proposals are most advantageous to Members, taking into consideration factors such as price and the evaluation of criteria in the Technical Proposal.

10. Contract Award.

10.1. Award Criteria

CCOG will award the contract to the responsible Respondent(s) whose proposal is most advantageous with price and other factors described in **Section 6.2 – Evaluation and Scoring of Proposals** taken into consideration. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CCOG.

10.2. Award Caveats

Depending upon nature of the proposals is response to this RFP, PRT may need to organize responses into subcategories based different factors including, but not limited to, geographic reach, products, or services to provide the broadest coverage of the products and services requested in the scope of this RFP. Awards may be based on a subcategory.

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

11. Protests

11.1. Protest of RFP

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

11.2. Contract Award Protests

Any person or organization objecting to the award of a contract may file a protest of contract award and must be submitted no later than 12:00 PM Eastern of the eighth (8th) calendar day after the public announcement of contract award made through Bonfire. The Respondent(s) who would have been awarded the contract will be notified of the receipt of the protest.

11.3. Required information For Protest Submission

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

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

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

11.4. Protest Caveats

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

11.5. Protest Submission

All protests must be filed at, Cooperative Council of Governments, Attn: Procurement, 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139.

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REQUEST FOR PROPOSALS:

IT Managed Services

RFP #:

COG-2163

ISSUED BY:Cust

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

November 8, 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. Company Name:	<u>Enter legal name of entity responding to the RFP.</u>	
1.1.2. Corporate Street Address:	<u>Street Address, City, State & Zip.</u>	
1.1.3. Website:	<u>Click or tap here to enter text.</u>	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<u>Click or tap here to enter text.</u>	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	<u>Click or tap here to enter text.</u>
	Title:	<u>Click or tap here to enter text.</u>
	Phone:	<u>Click or tap here to enter text.</u>
	E-Mail Address:	<u>Click or tap here to enter text.</u>
1.1.6. Authorized Representative. 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:	<u>Click or tap here to enter text.</u>
	Title:	<u>Click or tap here to enter text.</u>
	Phone:	<u>Click or tap here to enter text.</u>
	E-Mail Address:	<u>Click or tap here to enter text.</u>

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.	<u>Click or tap here to enter text.</u>
Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response	

will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	Click or tap here to enter text.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	Click or tap here to enter text.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Click or tap here to enter text.
1.3.2. <i>Manufacturer Authorization.</i> 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.	Click or tap here to enter text.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Click or tap here to enter text.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Click or tap here to enter text.
1.3.5. <i>Industry Experience.</i> How long has your company provided the products and	Click or tap here to enter text.

<p>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>1.3.6. Geographic Reach. Describe your company's current service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Click or tap here to enter text.</p>
<p>1.3.7. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1.3.8. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>Click or tap here to enter text.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>Click or tap here to enter text.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Click or tap here to enter text.</p>

<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Click or tap here to enter text.</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>Click or tap here to enter text.</p>
<p>2. <u>Products & Services</u></p>	
<p>2.1. PRODUCTS & SERVICES</p>	
<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to your proposal offering, differentiators, capabilities & advantages, processes, warranty information, capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p>	<p>Click or tap here to enter text.</p>

<p>IMPORTANT. This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	
<p>2.1.2. Data Protection. What security certifications does your company currently hold that establish your processes for protecting user Data?</p>	<p>Click or tap here to enter text.</p>
<p>2.1.3. Security. Describe the protocols are in place to ensure the safe transmission of information being shared through your products and services?</p>	<p>Click or tap here to enter text.</p>
<p>2.1.4. Value-Add or Additional Offering. Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract’s participating agencies.</p>	<p>Click or tap here to enter text.</p>
<p>2.1.5. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventory products.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>Click or tap here to enter text.</p>
<p>2.1.6. Industries Standards. Describe how your products and services conform to applicable industry standards and required specifications.</p>	<p>Click or tap here to enter text.</p>
<p>2.1.7. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>Click or tap here to enter text.</p>

3. Business Operations

3.1.1. Logistics

3.1.2. Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Respondent's defined geographic reach.

Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.

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

3.2. Customer Service

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

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

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

3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.

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

4. PRICING

4.1. Cost Proposal

4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to

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

assure compliance with the pricing in the Master Agreement.	
4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	Click or tap here to enter text.
4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.	<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 type="checkbox"/> not applicable. Please explain below.</p>
	Click or tap here to enter text.
4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Click or tap here to enter text.
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.	Click or tap here to enter text.
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods. NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u>	Click or tap here to enter text.
4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <u>NOT</u> 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.	Click or tap here to enter text.

5. GO-TO-MARKET STRATEGY

5.1. Respondent Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

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

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

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

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

5.2. Contract Implementation Strategy & Expectations

5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?

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

5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; 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.

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

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

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

6. ADMIN FEE & REPORTING

6.1. Administration Fee & Reporting	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing products and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	<p>Click or tap here to enter in your proposed administrative fee or fee structure.</p>
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Click or tap here to enter text.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you 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>Click or tap here to enter text.</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.](#)

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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.

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

(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. [Insert statement here.](#)

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, 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. [Insert statement here.](#)

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

AND

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

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

(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: _____

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

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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: _____

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

(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.](#)

(Initials of Authorized Representative)

(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.](#)
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

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

3. *Equal Employment Opportunity*

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

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

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

4. *Davis-Bacon Act*

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

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

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

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

5. *Contract Work Hours and Safety Standards Act*

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

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

6. *Right to Inventions Made Under a Contract or Agreement*

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

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

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

7. *Clean Air Act and Federal Water Pollution Control Act*

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

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

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

8. *Debarment and Suspension*

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

9. *Byrd Anti-Lobbying Amendment*

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

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

10. *Procurement of Recovered Materials*

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

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

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

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

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

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

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

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.](#)
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

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

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

15. *Applicability to Subcontractors*

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

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

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

Authorized signature:

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

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

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

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

(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 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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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.](#)
(Initials of Authorized Representative)

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

Authorized signature:

Printed Name: [Click or tap here to enter text.](#)
Company Name: [Click or tap here to enter text.](#)
Mailing Address: [Click or tap here to enter text.](#)
Job Title: [Click or tap here to enter text.](#)

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

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

(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 type="checkbox"/> Yes
	<input type="checkbox"/> No

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

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

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

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

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

Company Name:

Street:

City, State, Zip Code:

Complete as appropriate:

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

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

Name	Address	Interest
------	---------	----------

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

Signature:

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

(The rest of this page is intentionally left blank)

B. Non-Collusion Affidavit

Respondent Name: Enter Respondent Name

Street Address: Enter Respondent Name

City, State Zip: Enter Respondent Name

State of New Jersey

County of Insert County name

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

I am the Insert name of job title of the firm of Insert company name, the 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: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

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

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

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

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

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

(The rest of this page is intentionally left blank)

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

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

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

¹ 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

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

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

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Page ____ of ____

Vendor Name:

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

County Clerk
Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

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

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

(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:

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 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	<u>Company Name</u>
Address	<u>Address</u>
City/State/Zip	<u>City, State, Zip</u>
Phone Number	<u>Phone Number</u>
Email Address	<u>Email Address</u>
Printed Name	<u>Print Name</u>
Job Title	<u>Job Title</u>
Authorized Signature	<u></u>

Initial Term of the Master Agreement

Contract Effective Date:	<u>March 1, 2025</u>
Contract Expiration Date:	<u>February 28, 2029</u>
Contract Number:	<u></u>

(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></u>
Name:	<u>Franklyn A. Corlett</u>
As:	<u>CCOG Board President</u>
Date:	<u></u>

By:	<u></u>
Name:	<u>Eric Merkle</u>
As:	<u>EVP, Procurement & Operations</u>
Date:	<u></u>



REQUEST FOR PROPOSALS:
IT Managed Services

RFP #:
COG-2163

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

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

DATED:
November 8, 2024

SECTION THREE:
General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), <Insert Name of Winning Supplier> (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 IT managed services 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.

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 pursuant to this Master Agreement ("**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. In instances of an increase in price, Winning Supplier must honor current pricing for thirty (30) days after approval of new pricing and written notification from Equalis Group.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

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

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

2.5. Formation of Contract

a. **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**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis 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) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall 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 books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

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

(The rest of this page is intentionally left blank)

Attachment A – Equalis Group Sample Administration Agreement

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between **Winning Supplier**, a **State** corporation with its principal place of business at **street address, City, State Zip** ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5540 Granite Parkway, Suite 200, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. The Cooperative Council of Governments, Inc. ("**CCOG**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master cooperative purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. CCOG issued request for proposal ("**RFP**") #COG-2163 dated November 8, 2024, for contracting on behalf of Equalis Group Members for IT managed services and awarded a contract to Winning Supplier for the products and services included in their submitted proposal ("**Products & Services**").

C. CCOG, Equalis, and Winning Supplier entered into that certain master cooperative purchasing agreement (the "**Master Agreement**") #**contract number** effective as of the Effective Dates to provide Products & Services to Equalis Group Members.

D. Equalis serves as the Contract Administrator of the Master Agreement on behalf of CCOG.

E. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.

F. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".

G. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

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

SECTION 2. BUSINESS TERMS

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

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

- (i) **Appendix A** defines Winning Supplier’s reporting requirements.
- (ii) **Appendix B** sets forth the roles and responsibilities of the Parties.
- (iii) **Appendix C** defines the financial terms between the Parties.

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

2.4. **Publicity & Joint Marketing.**

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

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

SECTION 3. TERMS & CONDITIONS

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

3.2. **Term & Termination.** The Term of this Agreement is the same as the Term of the Master Agreement. This Agreement shall only be terminated, and shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services through the term of the then current Customer Agreement to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

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

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

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

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

a. If to **Winning Supplier:**

and with copy to:

Company Name

Attn: Name, Title

Street Address 1

Street Address 2

City, State Zip

b. if to EQUALIS

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

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

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

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

3.10. **Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with

either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

WINNING SUPPLIER

By: _____

Name: _____

As: _____

Date: _____

EQUALIS GROUP LLC

By: _____

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

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

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

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 <i>(Where available or applicable)</i>
	Product Category level 3 <i>(Where available or applicable)</i>
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

- 1.1. **Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.
- 1.2. **Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.
- 1.3. **Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's Master Agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected Master Agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

- 2.1. **Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

- 2.2. **Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.
- 2.3. **Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Winning Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.
- 2.4. **Marketing Commitment.** As mutually agreeable, Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:
- 2.4.1. Issuing co-branded press release
 - 2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites
 - 2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier
 - 2.4.4. Jointly participating in national and regional conferences
 - 2.4.5. Jointly attending national and regional Equalis Group Member networking events
 - 2.4.6. Designing, publishing, and distributing co-branded marketing materials
 - 2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

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

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) of **written number** percent (**number**%) of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Winning Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

****All Cost Proposals must meet the requirements outlined in this RFP when developing the pricing for materials, equipment, products, parts, suppliers, services and labor included in a Respondent's Cost Proposal.**

[illegible]

ATTACHMENT B - COST PROPOSAL
The Cooperative Council of Governments, Inc.
RFP # COG-2163 for IT Managed Services
PRODUCTS, SERVICES, AND SOLUTIONS PRICEBOOK

Instructions: Repondents are required to use this template when submitting their Cost Proposals. However, Re ensure that the information accurately reflect this pricing of the products, services, and solutions being offered requirements set forth in this RFP.

****All Cost Proposals must meet the requirements outlined in this RFP when developing the pricing for mat services and labor included in a Respondent's Cost Proposal.**

[illegible]

C.

OK

Respondents may make any revision necessary to
to Equalis Group Members while meeting the

materials, equipment, products, parts, suppliers,

[illegible]

ATTACHMENT C: ADVERTISING COMPLIANCE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR



CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT

CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT

HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT

NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT

SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR

DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES,
OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT

COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS,
DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES,
RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION

MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SOUTH LAFORCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY

PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT

GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES),
UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION INCLUDING, BUT NOT LIMITED TO:

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES INCLUDING BUT NOT LIMITED TO:

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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Q&A Summary

RFP #: COG-2163

RFP Title: IT Managed Services

This document includes all questions asked by potential respondents to this RFP and answers provided on behalf of CCOG. Not all questions were given responses due to the volume of questions that were not relevant to the objective of this RFP, or the answer was already provided in a separate question. CCOG aims to provide answers to all questions cited per the instructions in Section One, Part A, Subsection 8 – Q&A Period. CCOG may, at its sole discretion, disregard any questions which do not appropriately reference an RFP or attachment.

Question
The form provided in CCOG IT Managed Services (Section 2), page 43 is an affidavit for the State of New Jersey and references services or public work specified under the Harrison Township Board of Education attached proposal. Can CCOG confirm that this the correct form to be notarized? Can CCOG also confirm that the notary does not have to be in New Jersey?
Answer
This form does not have to be notarized with your proposal submission. Suppliers will have an opportunity to provide a completed and notarized form should the Winning Supplier(s) perform the relevant work in New Jersey.

Question
Are bidders permitted to use the public sector experience of their parent company?
Answer
It is the responsibility of each Respondent to determine how best to answer to questions provided in Section Two.

Question

1. "Kindly provide details on the below: a) incumbent vendor b) Current team size c) Monthly spending d) Current challenges/pain areas" 2. Kindly provide us the list of monitoring tools currently deployed in CCOG environment and also confirm, if this can be leveraged by the selected vendor 3. Please confirm, if digital signature is acceptable on proposal submission forms 4. What are the security compliance needs for CCOG? 5. What are the network monitoring and network visibility abilities of CCOG, as of now? 6. Has CCOG been under any security breach? If so, what were CCOG's response? 7. What account and access management guidelines does CCOG adhere to? 8. What are the security awareness programs held at CCOG? 9. Please provide current IT organisation/management structure showing different functions like data centre, helpdesk, systems management, network services, applications, desktop support etc. 10. Is it possible to provide the number of vendors handling CCOG's current infrastructure. Is it handled by single vendor or multiple vendor. And please provide their names if possible 11. How many resources(Breakup by server management, desktop mgmt., database management, Networking, helpdesk, messaging, other administration, application etc) currently manage CCOG's IT environment. 12. Please list any IT performance measures that are critical to business? E.g. specific service levels, performance parameters, application response time etc. Please provide as much detail as possible 13. Which are the key IT tools used for managing your IT Organisation e.g. Helpdesk ticketing tool, system/network monitoring etc. are the owned by you. 14. Please define your severity level of tickets 15. Please provide details on any specific management processes that are followed to ensure compliance with your internal audit requirements 16. Please provide details on current SLA requirements 17. please provide details on current SLA compliance for the past 12 months 18. what are the key IT infrastructure initiatives underway 19. what are the key challenges/pain areas faced by IT infrastructure 20. Is CCOG open to offshore model? or does it have to be completely onsite/onshore. Please provide insights about CCOG's preferred resourcing model for this opportunity? 21. What does CCOG expects as an outcome of this outsourcing opportunity. Eg primary objective/benefits that CCOG expects to achieve as a result of this project. 22. Who are your current vendors? How do you interface/interact with them? Kindly provide your call flow 23. In your opinion, what are some of the key areas of improvement for IT Infrastructure in your organisation? 24. In any language other than English in scope for infrastructure support? If yes, please list the languages in scope. 25. Are there any specific set-up requirements for remote support? E.g. Citrix solution 26. Are the current hardware/software under warranty maintenance agreements. 27. Are any hardware/software out of support cycle/end of life. Please provide details 28. If in house maintenance-list major spares in your inventory 29. Are current processes based on ITIL framework? 30. What is your current ITSM tool? Is CCOG open to migrating to Manage Engine or prefers the vendor to use CCOG's current ITSM tool? 31. Please provide a detailed list of all tools/software currently used for monitoring and management of the environment with details such as version information 32. Are there any OLA's/UC's signed with the support groups/external vendors? 33. please provide OLA's/Ucs with the support groups/external vendors 34. Please provide a detailed ticket extract(including incident, problem, change, release etc.) for the IT services for the past 12 months. 35. Please provide a view

of the services and respective service windows. 36. What is the current user base or end users 37. What is the technology refresh strategy that the company is looking for 38.

Please list your current business hours 39. What are the audits conducted and their frequency 40. What is the quality policy. How is it administered and what are the requirements 41. How many centres does client expect vendor to provide support to its IT Infrastructure? Is client expecting vendors employees to be based out of CCOG's premises? 42. Please explain whether all required business processes are handled by CCOG themselves or more third party vendors currently? Please specify the number of third party vendors involved currently? 43.

Can we have details of all third party contract 44. Do you have test environment in place 45. Provide the updated volumetric for network in scope activities what data, voice and video 46. Please provide details on how to support groups is currently aligned in terms of Org structure and Geo spread 47. Does the current support team provide monitoring, L1 ,L2, L3 support for data, voice and video 48. Kindly provide details of support provided by external vendors like Cisco, Avaya etc 49. Are there any critical location where and on site network resources required? 50. Explain your current data center and cloud setup and future strategy please give us number of workload deployed across your different location and data centers 51. Please provide the existing server inventory details containing physical virtual category make model virtualization technology OS version CPU cores RAM 52. please provide answers for the pillow questions on DC storage and backup location why is current storage technologies capacity and IOPS raw allocated utilised make and model 53. Where is your primary and DR storage 54. What is the type of storage SAN NAS 55. What is CCOG's current backup and archival strategy technologies capacity and backup type tape or disk Based 56.

Please provide the total number of batch jobs run per day on an average what is the abandoned for the bank jobs also what is the tool being leveraged for the same 57. Who is currently managing your servers and storage across various locations please share details 58. Is there a separate team for providing hands and feet smart hands support at various data center locations what is the current support model for the same is it a dedicated team or dispatch using 3rd party vendors what is the current service window of support for management of server storage across your various locations 59. Please provide data centre details and their locations with details such as used space, available space? 60. please provide Data Center details(DC's) for DR. Please provide a schematic of DC/DR/ Client & network architecture 61. what are the operational timings for DC's? Whether Operations support is required 24*7?

62. Has the Data Center recently gone through any consolidation or virtualisation program?

63. Please provide types of servers and volumes with details (Wintel, Linux,AIX,AS/400 etc) currently managed in DC's? 64. Please provide types of Web servers and volumes with details(IIS, Iplanet, Weblogic, Apache and other)currently managed in DC's? 65. please provide types of databases and quantity(SQL,Oracle and other) currently managed in DC'S? 66.

Please provide types of storage(EMC,BM,HP, Netapp, Hitachi) and the volumes currently managed in DC's? 67. Does any application need to be monitored. If so, what are the applications to be monitored, expected metrics to be captured, frequency 68. Any data centre hosting activities planned 69.how many routers and switches are currently managed in DCA;s for Network services 70. How many routers and firewalls are currently managed in DC's for Security Services 71. What types of IDS Services are currently followed in DC's for Security Services 72. What types of antivirus services services are currently followed in DC's for security

Services 73. what types of VPN Services are currently followed in DC's for Security Services

74. What are your expectations on Network Operations Center monitoring, Security Administration, Patch Management 75. Please highlight your server and database

virtualisation 76. Please provide number of Contacts per month 77. Please provide number of assets - Windows 7/Windows 10 - Count of Laptop/Desktop and support hours required 78.

Please provide number of user sites and support hours required- 9*5/24*7 local business hours 79. Total number of updates to images annually across all modules for desktop/laptop

per month 80. No. of App Packages per month, Mobile Devices, mailboxes, MS team sites and number of users for one drive 81. Please provide Concurrent users for desktop virtualization

and number of domain controllers for AD 82. Number of routers, Switches, WAN Optimizer, Appliance-IPAM, Load Balancers, Wireless Controllers and Access Points, MPLS circuits and

Links, VOIP Phones 83. Number of instances in, MW-Weblogic, MW-Apache tomcat, MW-websphere, MW-Jboss, others 84. Kindly provide us the list of BI tools currently used in the

existing environment 85. Will the bidder responsible for the procuring the licences or leverage existing ones 86. Could you provide us with the preferred platform or technologies for

Datawarehouse 87. Are there any existing predictive models or frameworks in use 88. What is the current state of the IT infrastructure and workload to be migrated? 89. Are there

specific applications or systems prioritized for migration? 90. Is there a preferred cloud provider (e.g., AWS, Azure, Google Cloud)? 91. What is the expected timeline for completing

the migration? 92. What is the current setup of the hybrid cloud environment (e.g., tools, vendors)? 93. Are there specific tools or platforms mandated for hybrid cloud management? 94.

What are the SaaS applications currently in use or planned for integration? 95. Are there specific integration platforms or middleware tools preferred? 96. Could you provide us with the

list of applications to be considered for development 97. Kindly provide us with the level of support (L1, L2 and L3) to be considered for Maintenance 98. What is the current state of the

legacy systems? Are there system architecture diagrams available? 99. Are there specific challenges or pain points with the legacy systems? 100. Are there existing API management

tools or platforms in use? 101. Are there specific standards or protocols (e.g., REST, SOAP) to follow? 102. What tools or platforms are preferred for testing? 103. What

types of testing are required (e.g., functional, performance, security, automation)? 104. Is the vendor responsible for setting up and maintaining a test environment? 105. Are there

existing IT roadmaps or strategic plans to reference? 106. What is the timeline for developing and implementing the IT roadmap 107. Are there existing digital initiatives or projects

underway? 108. Are there existing IT governance frameworks or policies in place? 109.

Are there predefined SLAs or benchmarks for consulting services? 110. Are there any existing RPA tools or platforms currently in use? 111. What are the key use cases for the AI-

powered chatbots (e.g., customer support, inquiries etc.) 112. Are there specific AI platforms, frameworks, or tools preferred for chatbot development 113. Are there historical datasets

available for training the machine learning models? 114. What types of machine learning algorithms are preferred or required 115. What business workflows or processes are targeted

for automation? 116. Are there specific platforms, tools, or technologies preferred for workflow automation 117. What tools, platforms, or methodologies are preferred for conducting the

security assessments? 118. What are the key regulations or compliance frameworks that the organization must adhere to (e.g., GDPR, HIPAA, SOX) 119. Are there existing third-party

risk management frameworks or tools in place? Please provide more details 120. What tools, platforms, or technologies will be used for incident detection, management, and response 121. What is the expected recovery time for different types of incidents, and how will post-incident analysis be handled 122. To arrive at a fixed bid for this engagement, BCT requires details of the existing IT landscape and volumetric information for each of the towers. Could you please confirm if CCOG can provide this information 123. Does the annual spend of \$40M per year include the procurement of hardware, software licenses, IT support services, and other related expenses? Kindly confirm 124. Is the bidder allowed to submit additional supplementary technical documents to provide narrative responses for any of the queries? Kindly confirm 125. We are a Managed Services Provider and planning to bid for all the services categories. Kindly confirm if we can provide the list of roles and hourly rates across categories 126. We assume that the Proposal form 7 is not applicable for Service providers. Kindly confirm 127. Kindly confirm, if bidders are allowed to submit the exceptions and deviations as a separate document 128. We assume that Proposal Forms 15, 16, and 17 are not required if the bidder does not intend to make their services available to other public agencies. Could you please confirm

Answer

The list of questions, as currently submitted make no reference of the section or location from which your questions originated. Additionally, there are many question which are not relevant to the purpose or objective of this RFP. You may resubmit a list of questions for consideration but must be done in accordance with the information in Section One, Part A, Subsection 8 - Q&A Period. Please provide a location reference in the RFP documentation for the source of your questions. For instance, if you have a questions about the estimated budget or expected spend for contracts resulting through this RFP, please reference Section One, Part C, Subsection 4 - Estimated Spend & Available Resources in your question.

Question

Kindly provide details on the below: 1. incumbent vendor 2. Current team size 3. Monthly spending 4. Current challenges/pain areas

Question

Kindly provide us the list of monitoring tools currently deployed in CCOG environment and also confirm, if this can be leveraged by the selected vendor

Question

Please confirm, if digital signature is acceptable on proposal submission forms

Answer

Digital signatures are acceptable.

Question

Kindly provide the below details: a) What are the security compliance needs for CCOG? b) What are the network monitoring and network visibility abilities of CCOG, as of now? c) Has CCOG been under any security breach? If so, what were CCOG's response? d) What account and access management guidelines does CCOG adhere to? e) What are the security awareness programs held at CCOG?

Question

Please provide current IT organisation/management structure showing different functions like data centre, helpdesk, systems management, network services, applications, desktop support etc.

Question

Is it possible to provide the number of vendors handling CCOG's current infrastructure. Is it handled by single vendor or multiple vendor. And please provide their names if possible

Question

How many resources(Breakup by server management, desktop mgmt., database management, Networking, helpdesk, messaging, other administration, application etc) currently manage CCOG's IT environment.

Question

Please list any IT performance measures that are critical to business? E.g. specific service levels, performance parameters, application response time etc. Please provide as much detail as possible

Question

Which are the key IT tools used for managing your IT Organisation e.g. Helpdesk ticketing tool, system/network monitoring etc. are they owned by you.

Question

Please define your severity level of tickets

Question

Please provide details on any specific management processes that are followed to ensure compliance with your internal audit requirements

Question

A. Please provide details on current SLA requirements B. please provide details on current SLA compliance for the past 12 months

Question

A. what are the key IT infrastructure initiatives underway B. what are the key challenges/pain areas faced by IT infrastructure

Question

Is CCOG open to offshore model? or does it have to be completely onsite/onshore. Please provide insights about CCOG's preferred resourcing model for this opportunity?

Question

What does CCOG expects as an outcome of this outsourcing opportunity. Eg primary objective/benefits that CCOG expects to achieve as a result of this project.

Question

Who are your current vendors? How do you interface/interact with them? Kindly provide your call flow

Answer

There are no incumbents in this category.

Question

In your opinion, what are some of the key areas of improvement for IT Infrastructure in your organisation?

Question

In any language other than English in scope for infrastructure support? If yes, pleas list the languages in scope.

Question

Please provide number of Contacts per month

Question

We assume that the Proposal form 7 is not applicable for Service providers. Kindly confirm

Question

Kindly confirm, if bidders are allowed to submit the exceptions and deviations as a separate document

Question

Is the bidder allowed to submit additional supplementary technical documents to provide narrative responses for any of the queries? Kindly confirm

Question

- a) Provide the updated volumetric for network in scope activities what data, voice and video
- b) Please provide details on how to support groups is currently aligned in terms of Org structure and Geo spread
- c) Does the current support team provide monitoring, L1 ,L2, L3 support for data, voice and video
- d) Kindly provide details of support provided by external vendors like Cisco, Avaya etc
- e) Are there any critical location where and on site network resources required?

Question

Number of instances in, MW-Weblogic, MW-Apache tomcat, MW-websphere, MW-Jboss, others

Answer

We will no longer respond to questions which do not meet the requirements provided in Section One, Part A, Subsection - Q&A Period.

Question

a) Are there existing IT roadmaps or strategic plans to reference? b) What is the timeline for developing and implementing the IT roadmap c) Are there existing digital initiatives or projects underway? d) Are there existing IT governance frameworks or policies in place? e) Are there predefined SLAs or benchmarks for consulting services?

Question

Provide us the below details Number of routers, Switches, WAN Optimizer, Appliance-IPAM, Load Balancers, Wireless Controllers and Access Points, MPLS circuits and Links, VOIP Phones

Question

a) Could you provide us with the list of applications to be considered for development b) Kindly provide us with the level of support (L1, L2 and L3) to be considered for Maintenance c) What is the current state of the legacy systems? Are there system architecture diagrams available? d) Are there specific challenges or pain points with the legacy systems? e) Are there existing API management tools or platforms in use? f) Are there specific standards or protocols (e.g., REST, SOAP) to follow? g) What tools or platforms are preferred for testing? h) What types of testing are required (e.g., functional, performance, security, automation)? i) Is the vendor responsible for setting up and maintaining a test environment?

Question

We are a Managed Services Provider and planning to bid for all the services categories. Kindly confirm if we can provide the list of roles and hourly rates across categories

Question

a) Are there any existing RPA tools or platforms currently in use? b) What are the key use cases for the AI-powered chatbots (e.g., customer support, inquiries etc.) c) Are there specific AI platforms, frameworks, or tools preferred for chatbot development d) Are there historical datasets available for training the machine learning models? e) What types of machine

learning algorithms are preferred or required f) What business workflows or processes are targeted for automation? g) Are there specific platforms, tools, or technologies preferred for workflow automation

Question

Does the annual spend of \$40M per year include the procurement of hardware, software licenses, IT support services, and other related expenses? Kindly confirm

Question

a) What is the current state of the IT infrastructure and workload to be migrated? b) Are there specific applications or systems prioritized for migration? c) Is there a preferred cloud provider (e.g., AWS, Azure, Google Cloud)? d) What is the expected timeline for completing the migration? e) What is the current setup of the hybrid cloud environment (e.g., tools, vendors)? f) Are there specific tools or platforms mandated for hybrid cloud management? g) What are the SaaS applications currently in use or planned for integration? h) Are there specific integration platforms or middleware tools preferred?

Question

a) What tools, platforms, or methodologies are preferred for conducting the security assessments? b) What are the key regulations or compliance frameworks that the organization must adhere to (e.g., GDPR, HIPAA, SOX) c) Are there existing third-party risk management frameworks or tools in place? Please provide more details d) What tools, platforms, or technologies will be used for incident detection, management, and response e) What is the expected recovery time for different types of incidents, and how will post-incident analysis be handled

Question

a) Explain your current data center and cloud setup and future strategy please give us number of workload deployed across your different location and data centers b) Please provide the existing server inventory details containing physical virtual category make model virtualization technology OS version CPU cores RAM c) please provide answers for the pillow

questions on DC storage and backup location why is current storage technologies capacity and IOPS raw allocated utilised make and model d) Where is your primary and DR storage e) What is the type of storage SAN NAS f) What is CCOG's current backup and archival strategy technologies capacity and backup type tape or disk Based g) Please provide the total number of batch jobs run per day on an average what is the abandoned for the bank jobs also what is the tool being leveraged for the same h) Who is currently managing your servers and storage across various locations please share details i) Is there a separate team for providing hands and feet smart hands support at various data center locations what is the current support model for the same is it a dedicated team or dispatch using 3rd party vendors what is the current service window of support for management of server storage across your various locations

Question

- a) Kindly provide us the list of BI tools currently used in the existing environment b) Will the bidder responsible for the procuring the licences or leverage existing ones c) Could you provide us with the preferred platform or technologies for Datawarehouse d) Are there any existing predictive models or frameworks in use

Question

We assume that Proposal Forms 15, 16, and 17 are not required if the bidder does not intend to make their services available to other public agencies. Could you please confirm

Question

- a) Please provide number of assets - Windows 7/Windows 10 - Count of Laptop/Desktop and support hours required b) Please provide number of user sites and support hours required- 9*5/24*7 local business hours c) Total number of updates to images annually across all modules for desktop/laptop per month d) No. of App Packages per month, Mobile Devices, mailboxes, MS team sites and number of users for one drive e) Please provide Concurrent users for desktop virtualization and number of domain controllers for AD

Question

a) Please provide data centre details and their locations with details such as used space, available space? b) please provide Data Center details(DC's) for DR. Please provide a schematic of DC/DR/ Client & network architecture c) what are the operational timings for DC's? Whether Operations support is required 24*7? d) Has the Data Center recently gone through any consolidation or virtualisation program? e) Please provide types of servers and volumes with details (Wintel, Linux,AIX,AS/400 etc) currently managed in DC's? f) Please provide types of Web servers and volumes with details(IIS, Iplanet, Weblogic, Apache and other)currently managed in DC's

Question

a) please provide types of databases and quantity(SQL,Oracle and other) currently managed in DC'S? b)Please provide types of storage(EMC,BM,HP, Netapp, Hitachi) and the volumes currently managed in DC's? c) Does any application need to be monitored. If so, what are the applications to be monitored, expected metrics to be captured, frequency d) Any data centre hosting activities planned e) how many routers and switches are currently managed in DCA;s for Network services f) How many routers and firewalls are currently managed in DC's for Security Services

Question

a) What types of IDS Services are currently followed in DC's for Security Services b) What types of antivirus services services are currently followed in DC's for security Services c) what types of VPN Services are currently followed in DC's for Security Services d) What are your expectations on Network Operations Center monitoring, Security Administration, Patch Management e) Please highlight your server and database virtualisation

Question

To arrive at a fixed bid for this engagement, BCT requires details of the existing IT landscape and volumetric information for each of the towers. Could you please confirm if CCOG can provide this information

Question

Please confirm, if we need to consider any duration for Transition

Question

a) Are there any specific set-up requirements for remote support? E.g. Citrix solution b) Are the current hardware/software under warranty maintenance agreements. c) Are any hardware/software out of support cycle/end of life. Please provide details d) If in house maintenance-list major spares in your inventory e) Are current processes based on ITIL framework? f) What is your current ITSM tool? Is CCOG open to migrating to Manage Engine or prefers the vendor to use CCOG's current ITSM tool?

Question

a) Please provide a detailed list of all tools/software currently used for monitoring and management of the environment with details such as version information b) Are there any OLA's/UC's signed with the support groups/external vendors? c) please provide OLA's/Ucs with the support groups/external vendors d) Please provide a detailed ticket extract(including incident, problem, change, release etc.) for the IT services for the past 12 months. e) Please provide a view of the services and respective service windows.

Question

a) What is the current user base or end users b) What is the technology refresh strategy that the company is looking for c) Please list your current business hours d) What are the audits conducted and their frequency e)What is the quality policy. How is it administered and what are the requirements

Question

a) How many centres does client expect vendor to provide support to its IT Infrastructure? Is client expecting vendors employees to be based out of CCOG's premises? b) Please explain whether all required business processes are handled by CCOG themselves or more third party vendors currently? Please specify the number of third party vendors involved currently? c) Can we have details of all third party contract d) Do you have test environment in place

Question

Good morning, Bulletproof has the following questions regarding this RFP: How many physical sites, with server and/or network infrastructure do you have? What is your Server virtualization platform, if you have one? (VMWare, Microsoft Hyper-V, Other) How many Servers do you have in your environment? What Operating Systems are running on these servers? How many Firewalls, network switches, and wireless access points are in your environment? What is the manufacturer of your firewalls, network switches, and wireless access points? Do you currently utilize Microsoft Office 365 and Microsoft Azure? and if so, to what capacity? (Exchange online, Onedrive, SharePoint, virtual servers, etc.) Is there a requirement for these services to be provided by U.S. companies only? Is there a requirement for Onsite resources to be provided? If so, how often would these resources be required? Thank you.

Answer

This is an IDIQ Contract opportunity. CCOG cannot comment on the needs of members who access the contracts awarded through this solicitation process. There are no requirements related to the location of work resources.

Question

Section One. Under section 5. Scope, it is stated: "Respondents are encouraged to propose a range of products & services that include or complement the core scope." Could CCOG kindly clarify if firms are allowed to provide a data and cloud solution services catalogue under this solicitation?

Answer

It is the responsibility of each Respondent to review the scope provided in Subsection 5 to determine if their products and services fit into the scope as described.

Question

Section Two. In the technical proposal form, point 1.2.1, it is stated: "1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters." Could the CCOG kindly clarify if firms are allowed to showcase only yearly revenues and be responsive?

Answer

It is the responsibility of each respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. Could CCOG kindly confirms if firms are allowed to answer with N/A all points that are not applicable in for our firm in the Technical Proposal form?

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. In the technical proposal form, point 1.3.8, it is stated: Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii)." Could CCOG kindly clarify what licenses and certifications are required in order to be responsive?

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. In the technical proposal form, point 2.1.1, it is stated: "2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal." Could CCOG kindly clarify if firms are allowed to provide a separate document in the Supplemental Proposal Information section of the portal?

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. We are a data and cloud solution services provider, could the CCOG kindly clarify how should point 3.1.2 of the technical proposal form should be addressed since no goods/products will be utilized?

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. In the technical proposal form, point 5.1.1., it is stated: "5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas." Could CCOG kindly clarify where should firms attach the resumes requested under this point?

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. In the technical proposal form, point 5.1.1., it is stated: "5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas." Could CCOG kindly clarify if firms are required to have each of the people identified in this point in order to be responsive?

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section 2.

Question

Section Two. In the technical proposal form, point 5.1.2., it is stated: "Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc." Could CCOG kindly clarify if this question refers to section 3. Role of Equalis Group of section one?

Answer

This question is not in reference to Section One. Part A, Section 3 - Role of Equalis Group.

Question

Section Two. Are firms required to have yearly revenue for the past 3 years in their cooperative and education contracts in order to be responsive?

Answer

It is the responsibility of each Respondent to determine how best to answer the questions provided in Section 2.

Question

Section Two. In the technical proposal form, point 1.4.4, it is stated: "1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers..." Could CCOG please clarify if by "local government" they refer only to government references inside of the State of Ohio?

Answer

Local governments are considered cities, towns, counties, townships, villages, school districts, and special districts. CCOG does not specify the locations of these local governments in Question 1.4.4.

Question

Section Two. In the technical proposal form, point 1.4.4, it is stated: "1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers..." Could CCOG please clarify if the education clients requested must be inside the State of Ohio?

Answer

CCOG did not specify the location of the references.

Question

Section Two. It is mandatory to provide government references only? Or are firms allowed to provide commercial references in order to comply with the 5 local government or education references being requested?

Answer

It is the responsibility of each Respondent to determine how best to respond to requests made in Section 2.

Question

General. Are references from subcontractors allowed?

Answer

It is the responsibility of each Respondent to determine how best to answer the questions provided in Section 2.

Question

General. Could CCOG kindly share the minimum qualifications required to bid for this solicitation?

Answer

Organizations must provide one, some, or all the services requested in Section 1, Part A, Subsection 5 - Scope.

Question

Section Two, Attachment B - Cost Proposal Template. Could CCOG kindly clarify what information are firms required to type in "category" in the Cost Proposal Template?

Answer

It is the responsibility of each Respondent to determine what information they should provide in their cost proposal. As provided in Section One, Part C, Subsection 5, "Respondents are permitted to revise any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members."

Question

Section Two, Attachment B - Cost Proposal Template. Could CCOG kindly clarify what information are firms required to type in "unit of measure" in the Cost Proposal Template for Line-Item Pricing?

Answer

It is the responsibility of each Respondent to determine what information they should provide in their cost proposal. As provided in Section One, Part C, Subsection 5, "Respondents are permitted to revise any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members."

Question

Section Two, Attachment B - Cost Proposal Template. Are firms required to provide an Equalis Group Discount in the line-item pricing in order to be responsive?

Answer

It is the responsibility of each Respondent to determine what information they should provide in their cost proposal.

Question

Section Two, Attachment B - Cost Proposal Template. In the event that firms are providing services only (data and cloud consultants) and not parts, materials, or equipment, could CCOG please clarify if firms are required to fill out the columns under "Labor Pricing" (columns H and I of the excel file) only in the Line-Item Pricing in order to be responsive?

Answer

It is the responsibility of each Respondent to determine what information they should provide in their cost proposal. As provided in Section One, Part C, Subsection 5, "Respondents are permitted to revise any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members."

Question

Section Two, Attachment B - Cost Proposal Template. Could CCOG kindly confirm if the pricing provided under section "Labor Pricing" (columns H and I of the excel file) in the Line-Item Pricing are NTE rates?

Answer

All pricing submitted will be treated as Not-To-Exceed pricing.

Question

General. Are firms required to acknowledge the addenda in their proposals? If so, could CCOG please clarify where should it be attached/acknowledge?

Answer

There are no requirements to attach or acknowledge any addenda issued during the solicitation process. As provided in Section One, Part A, Subsection 11 - Communications Prohibited, under the important note, "It is the affirmative responsibility of interested Respondents to be aware of and to fully respond to all updated information regarding this RFP posted on Bonfire."

Question

General. In the event that firms are subcontracting, could CCOG kindly clarify what information from subcontractors is required in order to be responsive?

Answer

Respondents are only required to provide information as requested in Section Two of the RFP document package.

Question

Section One. Are firms allowed to bid under one or more of the categories mentioned on document Section one, section 5. Scope?

Answer

As provided in Section One, Part A, Subsection 5 - Scope, "...Respondents are encouraged to propose their complete catalog, products and services. However, Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories."

Question

General. Could CCOG please clarify if they are looking for IT staff augmentation services?

Answer

As provided in Section One, Part A, Subsection 4 - Purpose, "The primary purpose of this Program is to offer Members a complete and comprehensive offering of IT managed services." It is the responsibility of each Respondent to review the information as provided in Section One, Part A, Subsection 5 - Scope to determine if their products and services are included in the scope.

Question

General. Could CCOG please clarify if they are looking for in-house personnel to perform the requested services?

Answer

CCOG, on behalf of Equalis Group members, is requesting the products and services as provided Section One, Part A, Subsection 5 - Scope.

Question

"Section Two, Proposal Form 17: New Jersey Requirements: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM. Could CCOG please confirm if Section C.271 should be completed after the award?"

Answer

That is correct. Proposal Form 17, would be provided after award, and in the event the awarded supplier(s) are requested to provide the relevant work in the state of NJ.

Answer

That is correct. Proposal Form 17 will be completed after award, and in the event the awarded supplier(s) are requested to provide the relevant work in the state of NJ.

Question

Section Two, Proposal Form 17: New Jersey Requirements: E. Stockholder Disclosure Certification. Could CCOG please confirm if Section E should be completed after the award?

Answer

That is correct. Proposal Form 17 will be completed after award, and in the event the awarded supplier(s) are requested to provide the relevant work in the state of NJ.

Question

General. Are there scores for the evaluation criteria?

Answer

The points relevant to the evaluation criteria are distributed as provided in Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals.

Question

General. Could vendors apply to one specific category or is it a requirement to apply to all categories?

Answer

As provided in Section One, Part A, Subsection 5 - Scope, "...Respondents are encouraged to propose their complete catalog, products and services. However, Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories."

Question

General. How many firms is the CCOG looking to award?

Answer

CCOG cannot anticipate the number of awards that will be issued through this solicitation process. As provided in Section One, Part C, Subsection 10.2 - Award Caveats, "Depending upon nature of the proposals in response to this RFP, PRT may need to organize responses into subcategories based on different factors including, but not limited to, geographic reach, products, or services to provide the broadest coverage of the products and services requested in the scope of this RFP. Awards may be based on a subcategory."

Question

General. Are electronic signatures allowed?

Answer

Yes

Question

General. Is there any incumbent to this solicitation? If yes, could you please provide the information?

Answer

It is a new contract category so there are no incumbents who have been awarded a contract under the IT Managed Services category.

Question

General. Does CCOG accept remote resources to work on this engagement?

Answer

CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

General. Does CCOG accept offshore resources to work on this engagement?

Answer

CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

General. Does CCOG prefer on-site resources to execute this engagement?

Answer

CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

General. In case firms are submitting confidential information in the response, is it required to provide a redacted version?

Answer

Respondents are not required to provide a redacted version.

Question

General. Could the CCOG please clarify if firms can utilize subcontractors to meet the requirements of this opportunity?

Answer

Respondents may use subcontractors. See information as provided in 2.1 Personnel & Equipment of Section Three: General Terms and Conditions of Master Agreement.

Question

General. Could the CCOG please clarify if subcontractor references are allowed to be used for the services provided?

Answer

Customer references are requested as provided in Section Two, Question 1.4.4 - Customer References.

Question

General. Could the CCOG please confirm what is the suggested font size and type for the proposal?

Answer

CCOG does not have a suggested font size or type.

Question

General. Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?

Answer

See information as provided in Section One, Part C, Subsection 4 - Estimated Spend & Available Funds.

Question

General. If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?

Answer

This question is not relevant to this RFP process as CCOG will not be issuing any POs to the winning suppliers. Each Equalis Group member who chooses to work with any of Equalis Group's suppliers will have processes, policies and requirements of their own as it relates to how additional funds will be extended.

Question

General. Are the vendors allowed to subcontract at the Task Order Level?

Answer

Respondents may use subcontractors. See information as provided in 2.1 Personnel & Equipment of Section Three: General Terms and Conditions of Master Agreement.

Question

General. Are vendors allowed to provide references from ongoing contracts?

Answer

Customer references are requested as provided in Section Two, Question 1.4.4 - Customer References.

Question

General. As per Q&A clarification, it is the firms responsibility to determine how to answer section 2. Can firms assume that we are allowed to use commercial references to bid under this solicitation?

Answer

Customer references are requested as provided in Section Two, Question 1.4.4 - Customer References.

Question

Section Two. As per Q&A clarification, it is the firms responsibility to determine how to answer section 2. Can firms assume that we are allowed to provide a separate response for points 1.3.5 and 2.1.1 of section Two Technical Response?

Answer

CCOG cannot recommend how any Respondent should respond to the questions in Section Two.

Question

General. Could CCOG please confirm if firms are allowed to provide resumes, experience, and services provided in a separate document and upload it to Supplemental Proposal Information section of the portal?

Answer

Respondents are allowed to provide resumes in a separate document.

Question

General. Could CCOG please elaborate on what is needed under Supplemental Proposal Information section of the portal?

Answer

See information provided in Section One, Part C, Subsection 2 - Supplemental Submission Documents.

Question

Please clarify if the Duns & Bradstreet report will suffice the requirement of showing our company's good financial strength.

Answer

It is the responsibility of each Respondent to determine how best to answer to questions provided in Section Two.

Question

We are MBE certified by NMSDC, please clarify if we can utilize the same in Diversity Vendor Certification Participation.

Answer

See Proposal Form 3 for information related to diversity certification.

Question

Is there any budget allocated for this contract? If yes, can you please let us know the annual budget for the same?

Answer

See Section One, Part C, Subsection 4 - Estimated Spend & Available Funds.

Question

Is there an incumbent on the contract? If yes, could you please let us know the incumbent name and spending done on contract so far?

Answer

There are no incumbents in this category.

Question

What is the total number of resources which the client is expecting to work on this project? Please let us know their position name (s) and maximum hourly rate(s)?

Answer

CCOG cannot comment on the needs or requirements of Members who access the contracts awarded through this solicitation process.

Question

Please clarify if the work will be onsite or remote. Will the agency allow 100% remote work?

Question

CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

If we are shortlisted for interview and if our proposed personnel are not available at that time, can we propose alternate resources for interview?

Answer

CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

Please clarify if it is a single award or multiple award contract.

Answer

CCOG cannot anticipate the number of awards that will be given. Review Section One, Part C, Subsection 10 - Contract Award for more information related to the contract award process.

Question

Could you specify which services need to be performed onsite and which can be done remotely?

Answer

CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

Is the scope of work intended to be full-time or part-time? Will the work be performed on an as-needed or on-demand basis?

Answer

This is an IDIQ Contract opportunity. CCOG cannot comment on the needs of members who access the contracts awarded through this solicitation process. There are no requirements related to the location of work resources.

Question

How many Full-Time Equivalents (FTEs) does CCOG plan to allocate as part of this RFP?

Answer

This question is not relevant to the objective of this RFP.

Question

Please clarify if we have to respond to all the 12 in-scope services mentioned in the solicitation. Please clarify if we are still eligible for the award if we bid on selected categories.

Answer

As provided in Section One, Part A, Subsection 5 - Scope, "...Respondents are encouraged to propose their complete catalog, products and services. However, Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories."

Question

Please clarify if CCOG requires a fixed cost (annual) or hourly rate to be submitted by the vendor.

Answer

Please see Section One, Part C, Subsection 5 - Cost Proposal & Pricing for information and requirements related to the Cost Proposal.

Question

Is there a published list of participating agencies? Any in California?

Answer

A Participating Agency is defined a public agency who is currently using accessing one of our contracts. There are no participating agencies accessing an IT Managed Services contract as this is the first time CCOG has procured contracts for this category of products and services.

Question

Can we proceed with a remote approach for the project, or are there specific activities where onsite participation is necessary?

Answer

CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services.

Question

As an IT services provider, we are interested in responding to the IT portion of this bid. Is the CCOG planning to award the contract to multiple firms, or just one primary firm?

Answer

CCOG cannot anticipate the number of awards that will be issued through this solicitation process. As provided in Section One, Part C, Subsection 10.2 - Award Caveats, "Depending upon nature of the proposals is response to this RFP, PRT may need to organize responses into subcategories based different factors including, but not limited to, geographic reach, products, or services to provide the broadest coverage of the products and services requested in the scope of this RFP. Awards may be based on a subcategory."

Question

Is this a newly initiated project, or is it a continuation of an existing one?

Answer

The IT Managed Services category is a new contract category for CCOG.

Question

If it is ongoing, kindly provide the names of the current service providers/incumbent vendors

Answer

It is a new contract category so there are no incumbents who have been awarded a contract under the IT Managed Services category.

Question

Could you provide details on the previous expenditure associated with this contract?

Answer

This is new indefinite demand, indefinite quantity contract opportunity with no previous expenditure to report.

Question

Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

Answer

There are no incumbents.

Question

Are there any specific challenges or issues currently being faced with the existing vendors?

Answer

There are no incumbent vendors for this contract category.

Question

Can you clarify the expected number of awards for this solicitation?

Answer

CCOG cannot anticipate the number of awards that will be given. Review Section One, Part C, Subsection 10 - Contract Award for more information related to the contract award process.

Question

Is there any preference or priority given to local vendors for this contract?

Answer

There is no preference or priority to local vendors. Information related to the criteria on which respondents are evaluated can be found in Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals.

Question

Should we fill out all responses, including key personnel resumes, directly in the Section 2 document, or can we provide responses in a separate document?

Answer

Respondents are allowed to provide resumes in a separate document.

Question

Morning CCOG team, This is Eddie Cabrera, from Protech IT. Thank you for defining and socializing this RFP. I wanted to clarify if CCOG is looking for a single MSP to provide all the services identified in the RFP, or are we allowed to provide proposals for a subset of the services that are within our capabilities? Thank you! Eddie

Answer

As provided in Section One, Part A, Subsection 5 - Scope, "...Respondents are encouraged to propose their complete catalog, products and services. However, Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories."

Question

1. What are the primary goals of this program? 2. Are there any specific challenges Members face that this program aims to address? 4. To what extent do Members require customized solutions versus off-the-shelf services? 5. Are there specific industries or Member types with unique needs within the consortium? 6. Are there preferred or existing technology platforms Members currently use that we should integrate with? 7. Are there restrictions on cloud service providers or other technologies? 8. Are there any specific requirements or services in the scope that are more critical than others? 9. How should we prioritize between mandatory and optional services? 10. What are the key factors or criteria that will be used to evaluate submissions? 11. How much emphasis is placed on cost versus technical capabilities? 12. What is the anticipated timeline for evaluations, award decisions, and contract execution? 13. Is there an expected start date for service delivery? 14. Are there specific challenges that Members frequently report regarding IT managed services? 15. What's the geographic distribution of Members, and does that impact service delivery expectations? 16. Are there common barriers Members face in adopting solutions from a cooperative purchasing agreement? 17. Can you provide more details about the roles and responsibilities outlined in the Administration Agreement? 18. Are there specific budget constraints or cost expectations we should be aware of? 19. How will Equalis Group support the Winning Supplier in driving Member engagement and adoption? 20. Are there any existing marketing or sales strategies that have proven successful for similar programs? 21. Does Equalis Group anticipate adding more services or expanding the program's scope in the future? 22. Are there any preferred modes of service delivery (on-site, remote, hybrid) based on Members' preferences? 23. What level of customer service and technical support do Members typically expect? 24. How should regional variations in service expectations or requirements be addressed? 25. Are there specific compliance requirements (e.g., HIPAA, PCI-DSS, GDPR) that apply across all Members? 26. Should the solution address compliance for state-specific regulations or focus on federal standards? 27. What common legal or compliance challenges have Members experienced with similar contracts? 28. How important is the "cooperative procurement legitimacy" in gaining Member adoption? Evaluation

and Selection 29. What weight do you assign to factors like technical capability, cost, scalability, and innovation? 30. Are customer success stories or references from similar projects a critical part of the evaluation? 31. If proposing a limited set of services, how important is it to include options for future scalability? 32. Should we prioritize breadth (full catalog) or depth (specialized solutions) in our proposal? 33. What is the expected timeline for rolling out solutions to Members? 34. Are there specific training or support resources Members expect during onboarding? 35. What level of customer support do Members require (e.g., 24/7, multilingual)? 36. How often do Members expect updates or reviews of services to ensure alignment with evolving needs? 37. How involved will Equalis Group be in member outreach and marketing efforts? 38. Are there any proven marketing strategies or channels that have worked well in the past? 39. Are there existing members with IT-managed services who will immediately adopt the new program? 40. What are the biggest barriers to program adoption among prospective Members? 41. Is there a specific pricing model (subscription, usage-based, tiered) that Members prefer? 42. Should proposals account for cost variations by region or Member type? 43. Can you elaborate on the financial terms of the Administration Agreement? 44. How are revenues shared between Equalis Group, CCOG, and the Winning Supplier? 45. Are there specific threats or vulnerabilities Members are particularly concerned about? 46. Should we include advanced cybersecurity solutions like Zero Trust Architecture? 47. How critical are emerging technologies (e.g., AI, machine learning) to the Members' objectives? 48. Are there use cases where automation or AI adoption has been particularly challenging or successful?

Answer

CCOG is unable to answer any questions about the needs, requirements, or preferences of members. Many of the questions asked can be found by reading the the RFP document package. CCOG will only be providing responses to questions relevant to this RFP process. 1. See the information provided in Section One, Part A, Subsection 1 - Overview and Subsection 4 - Purpose. 8. See Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals for the distribution of points for each evaluation criteria. 10. See Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals for the distribution of points for each evaluation criteria. 11. See Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals for the distribution of points for each evaluation criteria. 12. Section Section One, Part A, Subsection 7 - Anticipated Procurement Timetable. 17. Please be more specific. 19. A marketing plan is mutually agreed to between Equalis Group and the Winning Supplier after contract award. Equalis Group does not take a one size fits all approach to developing marketing plans. 20. A marketing plan is mutually agreed to between Equalis Group and the Winning Supplier after contract award. Equalis Group does not take a one size fits all approach to developing marketing plans. 21. Equalis Group does not dictate the products and services available under contract. 22. CCOG does not have any requirements related to the location of work resources. CCOG cannot predict or anticipate the needs or requirements of any Equalis Group member who may be interested in contracts awarded for this category of products and services. 29. See Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals for the distribution of points

for each evaluation criteria. 30. See Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals for the distribution of points for each evaluation criteria. 33. Section Section One, Part A, Subsection 7 - Anticipated Procurement Timetable. 37. A marketing plan is mutually agreed to between Equalis Group and the Winning Supplier after contract award. Equalis Group does not take a one size fits all approach to developing marketing plans. 39. See Section One. Part C, Subsection 4 - Estimated Spend & Available Funds. 43. Terms and conditions of the Administration Agreement can be negotiated after contract award. 44. Per Appendix C of the Sample Administration Agreement, the Winning Supplier will pay an Administration Fee to Equalis Group. Equalis shares a portion of the Administrative Fee with the lead agency, CCOG. 46. It is the responsibility of each Respondent to review the scope provided in Subsection 5 to determine if their products and services fit into the scope as described.

Question

How many employees are in the organization? What are the number and type of firewalls in place? What type of endpoint protection or anti-malware solution is being used? What type of IDS/IPS solution is implemented? Is there a NetFlow solution in place? Please list the cloud services or environments that are in-scope (e.g., O365, AWS, etc.). How many servers are in-scope, and what types are they? How many PCs and laptops are in-scope, and what types are they? What level of response is requested? Should the team validate and escalate issues only, with 24x7 response support as needed? Should issues be validated and escalated during business hours, with remediation following a defined SOP during off-hours? Are there any additional services to bundle, such as: Vulnerability management? Phishing or awareness training? Annual IT risk assessment? Audit or advisory support? If there are multiple locations, how do the sites communicate both via network and the internet?

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

What wireless vendor is in use? How many SSIDs are declared at how many locations? How many SSIDs are in scope for optimization?

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

Is there a documented disaster recovery plan in place today? Is there a documented business continuity plan in place today? Is there a ISO or CISO on staff? When was the last DR exercise? Does a disaster recovery location exist today? Is formalized change control implemented

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

For external penetration testing – how many external hosts/IPs/applications are in scope? For internal vulnerability testing – how many hosts/IPs are in scope? Does Equalis use any vulnerability scanning or assessment tools currently? If yes, what? When was the last external pen test? When was the last internal vulnerability scan? Is there a vulnerability management program/plan in place today? Is there a patch management plan in place today?

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

Is there a centralized repository or handbook of policies, standards, and procedures documented today? Does Equalis maintain network and system diagrams? Does Equalis maintain a centralized and comprehensive inventory of hardware, software, and data? Does Equalis have a data classification scheme operationalized?

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

When was the last IT risk assessment performed? Has Equalis adopted any particular guiding framework such as ISO, NIST, COBIT? Does a documented incident response plan exist today? When was the last IR plan exercise?

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

please clarify the elements of the Wi-Fi network to be optimized and the expectation of the frequency of this effort. Specifically, is this to include a Wi-Fi system configuration review, an RF survey/study, or both? And how often do you expect this/these efforts to be conducted?

Answer

These questions are not relevant to the purpose or objective of this solicitation process.

Question

In the event of a future hardware refresh for any of the systems listed, what role will the awarded contractor be expected to play? Designer / technical specs author, advisor/influencer, reseller, implementer? Or would those roles be deemed outside the scope of this contract?

Question

please elaborate on the expectation for engagement frequency. Is this intended to be a one-time engagement to set a roadmap to be executed by the client themselves? Or continuous with quarterly or annual updates (a common task for a managed services provider)? If the latter, can you describe what those updates might look like and what the deliverables might be?

Answer

CCOG cannot comment on the needs of members who access the contracts awarded through this solicitation process.

Question

- What specific business problems or inefficiencies are you looking to address with automation and AI solutions, and what outcomes will define success for this initiative? - Can you describe your current processes and systems in the areas you want to automate or enhance with AI? What's working well, and what's not?

Answer

These questions are not relevant to objective of this RFP.

Question

- Which of the following areas is your highest priority: Robotic Process Automation (RPA), AI chatbots, predictive maintenance, or workflow automation? Why? - What specific workflows, tasks, or processes do you want to automate, and are there any critical systems or platforms these solutions must integrate with? - Do you already collect data (e.g., operational logs, customer interactions, sensor data) that could be used to develop machine learning models or AI solutions?

Answer

See Section One, Part C, Subsection 6.2 Evaluation and Scoring of Proposals for information about how the evaluation criteria is weighted. The balance of the questions are not relevant to the objective of this RFP.

Question

- Who will be the primary users of these solutions, and what level of technical expertise do they have? Do you anticipate needing user training or support? - What are the biggest risks or challenges you foresee in implementing automation or AI, and how do you want us to help address them?

Answer

These questions are not relevant to objective of this RFP.

Question

We received the invitation this morning for the Equalis RFP (Thank you!), however our team also identified a Region 10 RFP on behalf of Equalis that are similar in nature. The question from my RFP team is should we answer both, or if we answer to the Equalis RFP will that include the Region 10? The categories we seem to fit in for Region 10 are only 2, so just wanted to get your thoughts on it without compromising the RFP process.

Answer

It will be the responsibility of each invitee to evaluate the scope and supporting information for each RFP published by an Equalis Group lead agent to determine if they should submit a proposal. CCOG recognizes there are many factors that should be considered when evaluating contract opportunities including, how well their products and services align with the RFP's scope. Both CCOG and Region 10 are responsible for their own procurement processes. If an organization submits a proposal response to the CCOG RFP the proposal response is not shared with Region 10, or vice versus.