

# 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**"), HiTouch Business Services, LLC ("**Winning Supplier**"), and Equalis Group, LLC ("**Equalis**" or "**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 is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

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

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

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

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

**G.** CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for furniture solutions with related products and 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 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 ("**Customer Agreement**"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

### **2.3. Pricing**

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

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

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

**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 may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

1. General terms and conditions 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, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

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

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

**2.12. 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 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**:

Equalis Group, LLC.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway,  
Suite 298  
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)***

**Proposal for:**

**Equalis Group**

**The Cooperative Council of Governments on behalf  
of Equalis Group**

**Furniture Solutions with Related Products & Services**

**RFP#COG-2152**

November 17, 2023

Presented by:

**Dwayne Deal**

Division Vice President

(864) 978-8154

[Dwayne.Deal@hitouchbusinessservices.com](mailto:Dwayne.Deal@hitouchbusinessservices.com)





# Table of Contents

Cover Letter.....	2
Proposal Form Checklist.....	4
Proposal Form 1: Technical Proposal .....	6
Proposal Form 2: Cost Proposal .....	25
Proposal Form 3: Diversity Vendor Certification Participation .....	27
Proposal Form 4: Certifications and Licenses.....	29
Proposal Form 5: Unresolved Findings for Recovery .....	31
Proposal Form 6: Mandatory Disclosures.....	33
Proposal Form 7: Dealer, Reseller, and Distributor Authorization .....	35
Proposal Form 8: Mandatory Supplier & Proposal Certifications.....	37
Proposal Form 9: Clean Air Act & Clean Water Act .....	39
Proposal Form 10: Debarment Notice .....	41
Proposal Form 11: Lobbying Certifications .....	43
Proposal Form 12: Contractor Certification Requirements.....	45
Proposal Form 13: Boycott Certification.....	47
Proposal Form 14: Federal Funds Certification Forms .....	49
Proposal Form 15: FEMA Funding Requirements Certification Forms .....	56
Proposal Form 16: Arizona Contractor Requirements.....	60
Proposal Form 17: New Jersey Requirements.....	63
Proposal Form 18: General Terms and Conditions Acceptance Form .....	75
Proposal Form 19: Equalis Group Administration Agreement Declaration .....	78
Proposal Form 20: Master Agreement Signature Form .....	80

# 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 Forms**
- ☒ **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**

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

# Proposal Form 1: Technical Proposal

# PROPOSAL FORM 1: TECHNICAL PROPOSAL

## 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

<b>1.1.1. Company Name:</b>	HiTouch Business Services LLC	
<b>1.1.2. Corporate Street Address:</b>	601 Mason Road, Suite 100, La Vergne, TN 37086	
<b>1.1.3. Website:</b>	www.hitouchbusinessservices.com	
<b>1.1.4. Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	HiTouch Business Services LLC has been in business for over 12 years.	
<b>1.1.5. Primary Point of Contact.</b> Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Dwayne Deal
	Title:	Division Vice President
	Phone:	(864) 978-8154
	E-Mail Address:	Dwayne.Deal@HiTouchBusinessServices.com
<b>1.1.6. Authorized Representative.</b> Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	John Frisk
	Title:	President, HiTouch Business Services LLC
	Phone:	(615) 517-8386
	E-Mail Address:	John.Frisk@HiTouchBusinessServices.com

### 1.2. Financial Strength & Legal Considerations

<b>1.2.1. Financial Strength.</b> 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.  <b>Note:</b> If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response.	HiTouch Business Services is a privately held organization and as such, does not provide financial statements with RFP submission. HiTouch has enjoyed continuous growth and reach, successfully serving our nationwide customers for more than 12 years. In addition, as a subsidiary of Staples, we are backed by the world's largest office solutions provider and have the financial resources to support our operations with Equalis Group.
---	--

<p><b>1.2.2. <i>Bankruptcy &amp; Insolvency.</i></b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>HiTouch, including any parent, subsidiary or affiliate company, has never filed for bankruptcy.</p>
<p><b>1.2.3. <i>Litigation.</i></b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>HiTouch is subject to ordinary and routine litigation incidental to its business operations. However, HiTouch does not believe any such litigation will have a materially adverse impact on our ability to provide the products and/or services sought pursuant to this Request for Proposal.</p>
<p><b>1.3. Industry Qualifications</b></p>	
<p><b>1.3.1. <i>Company Identification.</i></b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>HiTouch is best described as a distributor/dealer/re-seller. HiTouch is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers.</p>
<p><b>1.3.2. <i>Manufacturer Authorization.</i></b> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>HiTouch is authorized to sell the products and services at the price points disclosed in this proposal.</p>
<p><b>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i></b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Respondents intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b></p>	<p>HiTouch will serve as the single point of sale.</p>
<p><b>1.3.4. <i>Network Relationship.</i></b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Not applicable. HiTouch is a distributor of products, not a manufacturer. Our manufacturing partners support our distribution on a national level, working in conjunction with HiTouch to deliver quality products with best-in-class warranties for our customers.</p>
<p><b>1.3.5. <i>Industry Experience.</i></b> How long has your company provided the products and services outlined in your proposal? What percentage of your company's revenue in</p>	<p>HiTouch has enjoyed continuous growth and reach, successfully serving our nationwide customers for more than 12 years. In addition, as a sister company of Staples, we are backed by one of the largest office solutions providers in the U.S. and have the</p>

each of the last three (3) full calendar years was generated from these products and services?	financial resources to support our operations with Equalis Group. As a private company, we consider our sales revenue data by business unit confidential.
<b>1.3.6. Geographic Reach.</b> Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	Our proposal includes service to all geographic areas in the U.S.
<b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?  <b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <u><b>Proposal Form 5 - Certifications and Licenses.</b></u>	<p>HiTouch is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. HiTouch is fully compliant with all applicable federal and state laws and regulations. HiTouch also requires that all third-party companies and subcontractors that may be utilized in the servicing of this contract to hold all required business licenses and certifications required by law.</p> <p>The following are functions where HiTouch may involve subcontractors in the provision of the products and services contemplated by this RFP:</p> <ul style="list-style-type: none"> <li>▪ <b>Delivery:</b> We utilize a combination of our own fleet and carefully selected third-party courier providers to supplement our territory reach as needed. We also utilize our supplier partners' fleet and LTL carriers when factory-direct shipments are requested by participating agencies.</li> <li>▪ <b>Installation/Services:</b> We have an extensive network of 168 installation partners and work daily with 95+ first call providers for installation, service and repair. These installation partners are required to meet the rigid HiTouch expectations of performance in delivering an exceptional customer experience with every order.</li> </ul>
<b>1.4. Public Sector Experience</b>	
<b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold or are authorized to sell through (if contracts are held with a manufacturer) and the annual revenue through those contracts in each of the last three (3) calendar year.  <b>NOTE:</b> Please exclude information and data associated with Federal or GSA contracts.	<p>As an affiliate of Staples, HiTouch Business Services LLC is authorized to sell through the following state and cooperative contracts specifically for furniture:</p> <ul style="list-style-type: none"> <li>▪ Commonwealth of Massachusetts</li> <li>▪ Sourcewell</li> <li>▪ BuyQ</li> <li>▪ BuyBoard</li> <li>▪ ACSI</li> <li>▪ E&amp;I</li> <li>▪ NPPGov/State of Michigan</li> <li>▪ Commonwealth of Pennsylvania</li> <li>▪ State of Delaware</li> <li>▪ State of Florida</li> </ul>

	<ul style="list-style-type: none"> <li>▪ State of Louisiana</li> <li>▪ State of North Carolina</li> <li>▪ State of New York</li> <li>▪ State of South Carolina</li> </ul> <p>As a private company, we consider our sales revenue data by public sector cooperative contracts confidential.</p>
<b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	HiTouch is an experienced leader in the education furniture marketplace. We service multiple K-12, Higher Education, Independent School Districts and Charter School districts/associations. As a private company, we consider our sales revenue data by market segment confidential.
<b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	HiTouch is an experienced leader in the state and local government furniture marketplace. We service multiple townships, counties, cities and agencies entitled to participate on their respective public sector contracts. As a private company, we consider our sales revenue data by market segment confidential.
<b>1.4.4. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: <ul style="list-style-type: none"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	<p><b>Anoka Hennepin Independent School District</b>  <b>Contact:</b> Tiffany Audette, CPPB, Director of Purchasing  <b>Phone:</b> (763) 506-1306  <b>Email:</b> tiffanyaudette@ahschools.us  <b>Description of Project:</b> Full upfits of existing schools plus two new construction projects, for a total of 14 schools in 2022-2023; resulting in over \$4 million in revenue.</p> <p><b>City of West Sacramento</b>  <b>Contact:</b> Chris Dority, Project Manager II, Capital Projects  <b>Phone:</b> (925) 477-0055  <b>Email:</b> christopherd@cityofwestsacramento.org  <b>Description of Project:</b> Conducted a refresh of price for Headquarter location. Currently working on a project for the new City Hall.</p> <p><b>Osceola School District</b>  <b>Contact:</b> Lisa Kesecker, Senior Buyer  <b>Phone:</b> (407) 870-4622  <b>Email:</b> lisa.kesecker@osceolaschools.net  <b>Description of Project:</b> FPS support in refreshes for school locations, purchasing transactional and small project furniture, including design services.</p> <p><b>Rock Island School District #41</b>  <b>Contact:</b> Jennifer Barton, CFO/CSBO  <b>Phone:</b> (309) 793-5900, extension 10221  <b>Email:</b> Jennifer.barton@rimsd41.org  <b>Description of Project:</b> Design and project support for the new District office and refreshes for 3 school locations.</p>

	<p><b>State of Florida – Office of Attorney General</b></p> <p><b>Contact:</b> LeighAnne Bauer, FCCM, General and Operations Manager I</p> <p><b>Phone:</b> (850) 414-3450</p> <p><b>Email:</b> leighanne.bauer@myfloridalegal.com</p> <p><b>Description of Project:</b> Design and project support for refreshes for 12 locations throughout the state.</p>
<h2>2. <u>Products &amp; Services</u></h2>	
<h3>2.1. Products &amp; Services</h3>	
<p><b>2.1.1. <i>Product &amp; Services Description(s).</i></b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to product or market focus, differentiators, manufacturing capabilities &amp; advantages, warranty information, turnkey 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><b><u>IMPORTANT.</u></b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>HiTouch is committed to providing the best experience for your participating agencies by:</p> <ul style="list-style-type: none"> <li>▪ Offering customized consultation regarding any furniture need.</li> <li>▪ Applying our expertise through product specification, project coordination, delivery, assembly and installation. Design services and project management are included at no charge to Equalis members. HiTouch offers specification services, minimizing manufacturers and maximizing your budget on capital and construction projects.</li> <li>▪ Offering ways to streamline purchasing processes by automating steps of the process where possible.</li> <li>▪ Providing a consistent nationwide experience from a product availability and delivery/installation standpoint.</li> <li>▪ Establishing programs for multi-location agencies who are seeking ongoing product standardization. Our standards program agreements (SPA) offer consistency in quality, branding, aesthetic and functionality, saving your company money by negotiating for longer term spend commitments. This methodology supports our strategy of ‘direction driven partnerships versus event driven sales’. We are committed to long-term, value-add, relationships with our clients.</li> <li>▪ Curating product solutions that leverage readily available products on hitouchbusinessservices.com or sourced products from our wide range of manufacturer partners.</li> </ul> <p>The HiTouch furniture team structure consists of 112 experienced commercial furniture experts ranging from Division Vice President to Designers, Project Managers, Operations</p>



	<p>Managers to Furniture Project Specialists and various support role departments.</p> <p>HiTouch is offering the following products and services:</p> <p><i>Easy Online Ordering</i></p> <ul style="list-style-type: none"> <li>▪ Approximately 735,000 furniture items available to order online across categories of seating, desks, storage, boards, accessories, education, healthcare, quick ship and more.</li> <li>▪ Online budget controls, approval flows, product comparisons and reporting.</li> <li>▪ Ability to curate shopping lists and consistent product offerings for all locations.</li> </ul> <p><i>Delivery</i></p> <ul style="list-style-type: none"> <li>▪ Trained, professional delivery associates.</li> <li>▪ A broad assortment of furniture with quick-ship options offering rapid delivery within as few as two days.</li> <li>▪ Deliveries occur during normal working hours and within the defined service area of the servicing market.</li> <li>▪ After hours and/or delivery to remote areas are also available; consult your Sales Representative for more details.</li> </ul> <p><i>Installation</i></p> <p>Installation will follow the guidelines set forth by the participating agency and will be performed by professionally trained personnel familiar with the agency’s facilities and local trade jurisdictions.</p> <ul style="list-style-type: none"> <li>▪ Each station will be surface cleaned, vacuumed; all trash will be removed.</li> <li>▪ Panels, workstations and files will be leveled.</li> <li>▪ Change order requests coordinated through the participating agency or their designated authority.</li> <li>▪ Punch lists will be cleared to participating agency satisfaction prior to invoicing.</li> </ul> <p><i>Specification Services</i></p> <ul style="list-style-type: none"> <li>▪ Understanding participating agency’s objectives and goals and then translating them into the appropriate product and service solutions.</li> </ul>
--	---

	<ul style="list-style-type: none"> <li>▪ Offering includes an assortment of furniture items that are available online at <a href="http://hitouchbusinessservices.com">hitouchbusinessservices.com</a>.</li> <li>▪ Sourcing products from a wide range of manufacturer partners to fit specific needs of participating agencies.</li> <li>▪ Consultation includes recommendations on products that will be available to fit participating agency's needs and ensuring stocking levels for future needs.</li> </ul> <h2>Capital Construction Furniture Projects</h2> <p>As part of our overall offering, HiTouch provides participating agencies with a scope of services often required for large capital construction furniture projects. This offering includes:</p> <ul style="list-style-type: none"> <li>▪ An in-house design team that offers space-assessment, specification, space-planning, Auto-Cad/Cap and CET detail including 3D renderings.</li> <li>▪ Project Management team works in conjunction with the designers to ensure on-time deliveries, provide oversight of each complex project, as well as provide guidance to delivery and installation teams during the installation process.</li> <li>▪ Internal support teams responsible for seamless execution for the internal aspects of complex furniture projects from PO generation to acknowledgement reconciliation, pricing verification, punch-related issues and Day 2 and Day 3 support. HiTouch is direction-driven versus event-driven meaning that we strive to create long-tenured partnerships with our clients, and inevitably grow as our customers grow.</li> </ul>
<p><b>2.1.2. Value-Add or Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>HiTouch Business Services is a full-service interiors and contract furniture company representing top furniture manufacturers. Our expertise with 24 Interior Designers in product knowledge and application, design and installation scheduling and execution is exceptional in best serving our clients.</p> <p>Our experience comes with understanding that every project has unique requirements, and the best results arise from listening and understanding the clients' needs and goals. We work in a</p>

	<p>variety of markets including education, healthcare, commercial, hospitality and government.</p> <p>HiTouch offers product solutions from over 250+ partnering manufacturers. We are headquartered in La Vergne, Tennessee and serve clients throughout the U.S.</p> <p>When the time comes to create the ideal workspace for your business, it's important to have the right team by your side. At HiTouch, we're here to partner with you every step of the way, from the initial design to logistics to execution. Whether you need a single chair or a complete office overhaul, we have the solutions you need.</p> <p>With HiTouch, you'll get:</p> <ul style="list-style-type: none"> <li>▪ Furniture Experts</li> <li>▪ Interior Designers</li> <li>▪ Professional Project Managers</li> <li>▪ Move Management with decommission and recommission options available</li> <li>▪ Reconfiguration Services</li> <li>▪ Ergonomic Evaluations</li> <li>▪ Professional Installation Services</li> <li>▪ Financing Solutions</li> </ul> <p>Capital Construction Furniture/Interiors include:</p> <ul style="list-style-type: none"> <li>▪ Concept Development</li> <li>▪ Space Programming and Planning</li> <li>▪ 3D Drawings/Renderings</li> <li>▪ Product Selection and Specification</li> <li>▪ End-to-End Project Management</li> </ul>
<p><b>2.1.3. <i>Open Market Products.</i></b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>Our customers frequently request that we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. HiTouch will also facilitate access to these "Open Market" products and services to Equalis Group and its participating agencies.</p> <p>The prices for Open Market Products shall be established between HiTouch and the applicable participating agency at the time the order is placed. Open Market Products may include additional delivery or handling charges that would be the responsibility of the participating agency.</p>
<p><b>2.1.4. <i>Warranty.</i></b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an</p>	<p>All manufacturers' warranties and recommended maintenance documentation will be provided to Equalis Group's members at the time of purchase. We have provided a copy of each</p>

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 **Attachment B – Cost Proposal.**

manufacturer’s warranty as requested. Please refer to ***Attachment 1 – Manufacturer Warranties*** for details.

## Manufacturer Warranties

For products purchased through HiTouch, all manufacturer warranties are passed on to the customer and upheld. We will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Warranties apply only if products are used in the manner in which they are intended and within manufacturer specifications.

Most manufacturers warrant their products to be free from defects in material and workmanship for as long as the original purchaser owns the product. The manufacturer will, free of charge, repair or replace a damaged product with a comparable product (at the manufacturer’s discretion). Warranties differ by manufacturer.

Most warranties do not apply to:

- Normal wear and tear over the course of ownership.
- Modifications or attachments to the product not approved by the manufacturer.
- Products not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by the carrier in transit, which is handled under separate terms.

### *Recall Service*

In the event of a manufacturer recall, our recall service process includes:

- HiTouch will notate changes to installation drawings.
- The manufacturer will provide specialty tools and replacement parts, and we require technicians be certified in specific procedures to correct the problem.
- The manufacturer will provide appropriate documentation that the product has been repaired in accordance with specified procedures.
- Service work will be guaranteed by the service provider in accordance with the manufacturer’s specifications.

### *On-Site Product Service*

Our on-site product service includes the following:

	<ul style="list-style-type: none"> <li>▪ Repair of the product under warranty, requested using a service work order system which identifies work to be performed.</li> <li>▪ Service/repair work must be performed by a certified technician according to the manufacturer's requirements.</li> <li>▪ Service work must be guaranteed by the service provider in accordance with the manufacturer at no cost to the customer.</li> </ul>
<b>3. <u>Business Operations</u></b>	
<b>3.1. Logistics</b>	
<p><b>3.1.1. Store &amp; Showroom Locations; Distribution &amp; Shipping Capabilities.</b> Describe how supplier proposes to distribute the products &amp; services in Respondent's defined geographic reach.</p> <p>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.</p>	<p>HiTouch Business Services LLC can efficiently and effectively service all your needs. Our supply chain includes 22 nationwide distribution centers.</p> <h2>Delivery</h2> <p>HiTouch uses a combination of national delivery services, and our exclusive carriers and third-party couriers and installation partners to ensure the fastest, most efficient delivery options for our customers. Our third-party partners are expected to meet the service and quality standards we have implemented as best practices and high-level requirements we expect in delivering for our customers.</p>
<b>3.2. Customer Service</b>	
<p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>It is the mission of HiTouch Business Services LLC to provide our clients with an exemplary customer service experience. We consider First Contact Resolution the focal point of our success. First Contact Resolution is measured by our ability to resolve your issues and meet your needs during the initial contact, with no follow-up required. Our dedicated First Contact Resolution Specialists act as liaisons, subject matter experts and problem solvers. The team demonstrates our core values of quality, efficiency and reliability.</p> <p>Customer service is accessible to assist all end users' needs such as ordering, sourcing, returns and online ordering questions. Along with the drivers, they are the face and voice of the company since most of the interaction between our customers and our company occurs at this level.</p>

	<p>HiTouch Furniture Project Specialists, based in the U.S. covering all time zones.</p> <p>Hours: Monday – Friday, 7:00 a.m. to 7:30 p.m. Eastern  Phone: (877) 696-7166  Fax: (877) 696-7329  Email: <a href="mailto:EqualisFurniture@Hitouchbusinessservices.com">EqualisFurniture@Hitouchbusinessservices.com</a></p>
<b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b>	
<p><b>3.3.1. <i>Proposal Development, Order, and Invoice Process.</i></b> Describe your company's proposal development, order, and invoice process.</p>	<p>Our typical implementation takes 30 to 45 days, depending on complexity and program requirements. Equalis Group's timely and accurate exchange of information regarding your ordering and invoicing infrastructure and program requirements will help ensure a timely and flawless implementation. Information we'll require from you includes:</p> <ul style="list-style-type: none"> <li>▪ Equalis Group's unique program needs and requirements</li> <li>▪ Ship-to and bill-to locations</li> <li>▪ Product usage history</li> <li>▪ Product assortment</li> <li>▪ Information on ordering systems and practices</li> </ul>
<p><b>3.3.2. <i>Financing.</i></b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Financing offers many advantages to customers who prefer to protect their cash outlay and realize government depreciation and recovery guidelines. HiTouch works with several key finance partners that can offer unique options for financing programs. NCL Government Capital, where applicable, is the approved finance company for government entities choosing the financing option. We may offer leasing options that can be customized for the purposes and needs of your specific participating agencies. Lease options can vary in terms, duration and rates – all dependent on the specific requirements of each project. HiTouch will work with your participating agencies to help find the option that best suits their needs.</p>
<b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b>	
<p><b>3.4.1. <i>Sustainable Company Initiatives.</i></b> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>HiTouch Business Services LLC offers a wide assortment of eco-responsible products across our product categories to help Equalis Group meet your sustainability goals. We are committed to sustainability, offering environmental reporting, recycling and waste reduction programs.</p> <p>Our sustainability programs can help Equalis Group:</p>

	<ul style="list-style-type: none"> <li>▪ Procure a high percentage of eco-responsible products that also meet your budget</li> <li>▪ Track your green procurement progress and benchmark against your peers with environmental reporting</li> <li>▪ Institute safe and effective green cleaning and maintenance solutions</li> <li>▪ Create healthier breakrooms with natural and organic foods and drinks</li> <li>▪ Design and install sustainable furnishings that meet LEED and other green building standards and support a healthy, productive workplace</li> <li>▪ Identify and source sustainable promotional products</li> <li>▪ Optimize and green your technology infrastructure through Managed Print Services and energy efficient and EPEAT-qualified technology</li> <li>▪ Implement recycling programs for hard-to-recycle items like electronics, furniture, batteries, lamps and ballasts, toner and most other waste streams</li> <li>▪ Decrease order packaging waste with our packaging technology and small order consolidation programs</li> <li>▪ Increase employee awareness and acceptance of your sustainability programs through educational program offerings that help shift behavior to more sustainable practices</li> </ul>
--	--

## 4. PRICING

### 4.1. Cost Proposal

<b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.	<p>Our pricing is aligned with key manufacturers supporting our efforts in the Equalis Group contract. Our pricing methodology is based on a list of featured manufacturers with a discount from list price based on order volume tier.</p> <p>The tiered pricing offers discounts based on project values, with negotiable discounts on the larger capital and construction projects. [REDACTED]</p> <p>We are also offering a 1.5% rebate to Equalis members on all capital and construction projects with a revenue value exceeding \$100,000 (pre-tax). This is a negotiable rebate that can enhance customer savings on larger projects.</p>
<b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure	<p>HiTouch will utilize our systems and programming functionality to create an Equalis Group membership reporting structure that identifies each members spend and pricing strategy. This will</p>

<p>compliance with pricing in the Master Agreement.</p>	<p>provide an easily auditable framework that can be produced on a regular basis, or at will, for review/analysis.</p> <p>HiTouch will work with manufacturers to frequently spot-check and audit pricing and discounts that are applied to customer orders. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.</p>
<p><b>4.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Not applicable.</p>
<p><b>4.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>We are offering a 1.5% rebate to Equalis members on all capital and construction projects with a revenue value exceeding \$100,000 (pre-tax). This is a negotiable rebate that can enhance customer savings on larger projects.</p> <p>Payment for all the above noted rebates is contingent upon Equalis Group's participating members/agencies paying all invoices within the agreed-upon payment terms, typically Net 30 days from completion of project. We are foregoing our standard policy, requiring a 50% deposit with order, for Equalis members contingent on acceptable credit worthiness and credit rating.</p>
<p><b>4.1.5. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>HiTouch proposes two delivery terms, which are reflected in its pricing proposal:</p> <ul style="list-style-type: none"> <li>▪ <b>FOB Factory Freight:</b> Actual freight charges are applied to an order as a separate line charge. Freight quotes are provided upon request. Participating agencies must possess a fully functioning dock to request direct factory to destination drop ship service. Discounts apply to factory sourced orders only – pricing does not support online or retail purchases.</li> <li>▪ <b>FOB Destination (Tailgate Dock Delivered):</b> Pricing includes freight. Participating agencies must possess a fully functioning dock to request direct factory to</li> </ul>



	<p>destination drop ship service. Discounts apply to factory-sourced orders only - pricing does not support online or retail purchases.</p> <p>HiTouch may, in its discretion, offer to participating agencies a mix of FOB Factory Freight and FOB Destination delivery terms for individual items in any given order. Notwithstanding anything to the contrary, freight claims shall be handled by the participating agency in accordance with applicable law.</p> <p>Additional surcharges charged to HiTouch from manufacturers may be passed to participating agencies at HiTouch's cost (not to be marked up by HiTouch). Surcharges can include but are not limited to small order, freight or fuel surcharges. Any surcharge that may be applicable will be presented to the participating agency at the time of quote.</p>
<p><b>4.1.6. Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5.4 – Other Pricing Scenarios</b>.</p>	<p>Open Market Items will be priced in accordance with fair market value for like-sized projects within the industry. We consistently measure market value by maintaining a database of business segment pricing, geographic area common rates, and thorough market analysis in conjunction with our key manufacturing partners. The pricing, based on total project value, is offered at current manufacturer list price less percentage discount.</p>
<p><b>4.1.7. Total Cost of Acquisition.</b> Identify any components included in the total cost of acquisition that are <b><i>NOT</i></b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>HiTouch understands this requirement. If HiTouch receives a price increase communicated by a manufacturer or our wholesaler, we would request an increase equal to the delivered cost percentage or dollar value increase. HiTouch will not charge Equalis members for reasonable design and specification services nor for project coordination and management expenses. Reasonable design services include proportionate design revisions based on project scope and size.</p>
<h2>5. <u>GO-TO-MARKET STRATEGY</u></h2>	
<h3>5.1. Respondent Organizational Structure &amp; Staffing of Relationship</h3>	
<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>Executive Contact</li> <li>Contract Manager</li> <li>Sales Leader</li> </ol>	<p><b>1. Executive Contact</b></p> <p>John Frisk (615) 517-8386 John.Frisk@HiTouchBusinessServices.com</p> <p><b>2. Contract Manager</b></p>

<p>4. Reporting Contact</p> <p>5. Marketing Contact.</p> <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>Dwayne Deal (864) 978-8154 Dwayne.Deal@HiTouchBusinessServices.com</p> <p><i>3. Sales Leader</i></p> <p>William Reynolds (828) 381-2988 William.Reynolds@HiTouchBusinessServices.com</p> <p><i>4. Reporting Contact</i></p> <p>Pam Oliver (713) 504-1111 Pam.Oliver@HiTouchBusinessServices.com</p> <p><i>5. Marketing Contact.</i></p> <p>Brock Sharp (615) 605-7750 Brock.Sharp@HiTouchBusinessServices.com</p> <p><i>*** Indicate who the primary contact will be if it is not the Sales Leader.</i></p> <p>Dwayne Deal, Division Vice President, is authorized to negotiate with Equalis Group and is your primary contact for this proposal. John Frisk, President, HiTouch Business Services LLC, is authorized to sign on behalf of HiTouch for this proposal and any resulting agreement.</p> <p>Please refer to <b>Attachment 2 – Equalis Group’s Dedicated Furniture Team</b> for resumes and contact information for key personnel that will provide direct support for Equalis Group members.</p>
<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>HiTouch has 233 employees, including 112 associates dedicated to our furniture offering. The HiTouch furniture team structure consists of experienced commercial furniture experts ranging from Division Vice President to Designers, Project Managers, Furniture Project Specialists, Operations Managers to Furniture Project Specialists, and various support role departments. HiTouch serves the entire U.S., and all industries and markets, with a strategic focus on the public sector.</p>
<p><b>5.2. Contract Implementation Strategy &amp; Expectations</b></p>	
<p><b>5.2.1. Contract Expectation.</b> What are your company’s expectations in the event of a contract award?</p>	<p>Our expectation is to build a strong, dynamic partnership and to drive tremendous value, efficiencies and savings to Equalis Group’s participating members/agencies. Our goal is to enhance our value in becoming a true sustainable resource for your</p>

	<p>participating agencies, providing industry intelligence and professional consultation to further supplement the products/services. Our expectation is to market and promote exponential sales growth year-over-year.</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>HiTouch Furniture has a solid five-year plan. \$300M in revenue in 3 years, \$500M in 5 years. Our growth goals include contribution revenue through Equalis Group. We have hired a Regional Sales Director for Public Sector and are in the process of adding 10 New Business Development Specialists for public sector business development. Our estimation for Equalis member contribution is \$30M in three years and \$50M in five years based on estimated membership potential and new member additions.</p> <p>HiTouch has a proven process for the growth, compliance and ongoing management of collaborative contract programs. We apply the required resources to ensure your members — or potential members — are aware of the benefits of the program we’ve built together, and their eligibility to participate in it.</p> <p>Marketing your program to drive internal member compliance is just the beginning. We will work with you to develop a comprehensive marketing and communication plan and the requisite tools to articulate the value and the benefits of the HiTouch program to potential new members. As our Account Management and Marketing teams meet and begin to work with eligible members, we will develop customized versions of these tools to implement and generate compliance within their respective organizations.</p> <p>The marketing and communication plan may include:</p> <ul style="list-style-type: none"> <li>▪ A complete lifecycle of internal and external tools that ensures contract promotion through proven best-practices and constant innovative marketing solutions</li> <li>▪ Online and in-person training tools and techniques</li> <li>▪ Internal instructional website presence for sales education</li> <li>▪ Public-facing website presence for current and prospective participating members</li> </ul> <p>Throughout the life of our program, HiTouch will serve as a resource you can count on to help you communicate program evolution and enhancements and ensure that you’re not only consistently growing your member roster, but that these entities are maximizing their participation in your program. Our sales teams will look for appropriate organizations that could benefit</p>

	from the value proposition of your negotiated purchasing program and use the tools we develop to further promote participation.
<b>5.2.3. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?	Year 1 – \$10M, Year 2 – \$15M, Year 3 – \$25M, Year 4 – \$35M, Year 5 – \$50M
<b>6. ADMIN FEE &amp; REPORTING</b>	
<b>6.1. Administration Fee &amp; Reporting</b>	
<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable. <b>Please provide your organization's proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement</u></b>.</p>	
<b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 <sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	HiTouch will meet this reporting requirement.
<b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales	To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national

<p>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>contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis, usually bi-weekly and/or monthly, and compare it to the contract pricing requirements. This further guarantees that your participating agencies receive pricing that is consistent.</p> <p>HiTouch may also work with manufacturers to frequently spot-check and audit pricing and discounts that are applied to customer orders. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.</p>
---	--

## Proposal Form 2: Cost Proposal

## 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**.

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

# **Proposal Form 3: Diversity Vendor Certification Participation**



## 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.](#)

## **Proposal Form 4: Certifications and Licenses**

## 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 and was not already included with the requested information above.

HiTouch Business Services LLC is registered to conduct business and is in good standing in all 50 states and the District of Columbia. We will furnish copies of our state licenses upon award, if requested.

(The rest of this page is intentionally left blank)

## **Proposal Form 5: Unresolved Findings for Recovery**

## 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

# **Proposal Form 6: Mandatory Disclosures**

## 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. [In the ordinary course of business, disputes occasionally arise between HiTouch Business Services LLC and its customers over the interpretation of contract terms. Some of these disputes have resulted from HiTouch Business Services LLC and/or its customer's allegations that the other party has failed to fully perform its obligations under a contract. However, because of confidentiality restrictions in the resolutions and/or underlying customer agreements, we are unable to respond in further detail.](#)

### 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. [HiTouch Business Services LLC is subject to ordinary and routine litigation incidental to its business operations. However, HiTouch Business Services LLC does not believe any such litigation will have a materially adverse impact on HiTouch Business Services LLC's ability to provide the products and/or services sought pursuant to this Request for Proposal.](#)

# **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**



## 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: [Not applicable as HiTouch Business Services LLC is a distributor.](#)

# **Proposal Form 8: Mandatory Supplier & Proposal Certifications**

## 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, John Frisk, hereby certify and affirm that HiTouch Business Services LLC, 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, John Frisk, hereby certify and affirm that HiTouch Business Services LLC, 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, John Frisk, hereby certify and affirm that HiTouch Business Services LLC, 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, John Frisk, hereby certify and affirm that HiTouch Business Services LLC, 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, John Frisk, hereby affirm that this proposal accurately represents the capabilities and qualifications of HiTouch Business Services LLC, 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**

## 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:

John Frisk

Company Name:

HiTouch Business Services LLC

Mailing Address:

601 Mason Road, Suite 100, La Vergne, TN  
37086

Email Address:

John.Frisk@HiTouchBusinessServices.com

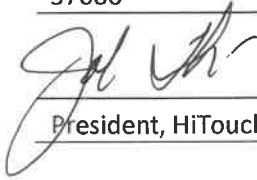
Job Title:

President, HiTouch Business Services LLC

## **Proposal Form 10: Debarment Notice**

**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:	John Frisk
Mailing Address:	HiTouch Business Services LLC
	601 Mason Road, Suite 100, La Vergne, TN
	37086
Signature	
Title of Signatory:	President, HiTouch Business Services LLC

# Proposal Form 11: Lobbying Certifications



## 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: 

Name/Title of John Frisk, President, HiTouch Business

Signatory: Services LLC

Date: 11.15.2023

# **Proposal Form 12: Contractor Certification Requirements**

## 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*

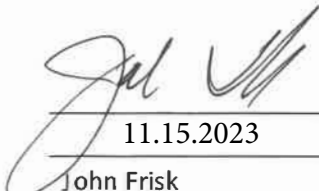
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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:



11.15.2023


John Frisk

President, HiTouch Business Services LLC

## **Proposal Form 13: Boycott Certification**

## 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)

# **Proposal Form 14: Federal Funds Certification Forms**

## 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  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](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

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

Does Respondent agree?  Click or tap here to enter text.  
(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

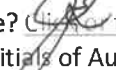
with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared 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?  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:

John Frisk

Company Name:

HiTouch Business Services LLC

Mailing Address:

601 Mason Road, Suite 100, La Vergne, TN 37086

Job Title:

President, HiTouch Business Services LLC

# **Proposal Form 15: FEMA Funding Requirements Certification Forms**

## PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

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

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

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

All bidders submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding bidder'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, Bidder should certify bidder'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 Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### 16. 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 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)

### **17. 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)

### **18. 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)

### **19. 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)

### **20. 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)

### **21. 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)

## 22. 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)

## 23. 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: John Frisk  
Company Name: HiTouch Business Services LLC  
Mailing Address: 601 Mason Road, Suite 100, La Vergne, TN 37086  
Job Title: President, HiTouch Business Services LLC



# Proposal Form 16: Arizona Contractor Requirements

## PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

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

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

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

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

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

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

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

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

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

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

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

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona)**

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

**Offshore Performance of Work Prohibited**

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

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

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

Does Respondent agree?  Click or tap here to enter text.

(Initials of Authorized Representative)

Date: Click or tap here to enter text. 11.15.2023

# Proposal Form 17: New Jersey Requirements

## PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

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

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="checked" 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:** HiTouch Business Services LLC  
**Street:** 601 Mason Road, Suite 100  
**City, State, Zip Code:** La Vergne, TN 37086

### **Complete as appropriate:**

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

**OR:**

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

**OR:**

*I, John Frisk, an authorized representative HiTouch Business Services LLC, 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
Staples, Inc.	500 Staples Drive, Framingham, MA 01702	
Sycamore Partners II, L.P. is the ultimate beneficial owner of Staples, Inc.	c/o Sycamore Partners Management, L.P., 9 W. 57th St., 31st Floor, New York, NY 10019	
No individual or entity owns a 10% or greater interest in Sycamore Partners II, L.P.		

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

  
\_\_\_\_\_  
John Frisk  
\_\_\_\_\_  
President, HiTouch Business Services LLC

Signature: \_\_\_\_\_

Date: Click or tap here to enter text.

**B. Non-Collusion Affidavit**

**Respondent Name:** HiTouch Business Services LLC

**Street Address:** 601 Mason Road, Suite 100

**City, State Zip:** La Vergne, TN 37086

*State of New Jersey*

*County of Middlesex*

*I, John Frisk of the Framingham in the County of Middlesex, State of Massachusetts of full age, being duly sworn according to law on my oath depose and say that:*

*I am the President of the firm of HiTouch Business Services LLC 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:

  
\_\_\_\_\_  
President, HiTouch Business  
Services LLC

Job Title:

Subscribed and sworn before me

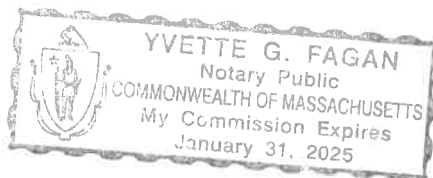
this 15 day of November, 2023

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

My commission expires

1/31, 2025.

SEAL



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

Company Name: HiTouch Business Services LLC  
Street Address: 601 Mason Road, Suite 100  
City, State, Zip Code: La Vergne, TN 37086

**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:**

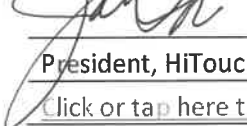
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**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: President, HiTouch Business Services LLC  
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

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## CONTRACTOR INSTRUCTIONS

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

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

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

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

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

<sup>1</sup> 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:	HiTouch Business Services LLC		
Address:	601 Mason Road, Suite 100		
City:	La Vergne	State: TN	Zip: 37086

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.

	John Frisk	President, HiTouch Business Services LLC
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
NONE			\$

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

## Page \_\_\_\_ of \_\_\_\_

Contributor Name	Recipient Name	Date	Dollar Amount
NONE	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
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
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
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
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County 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](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**E. Stockholder Disclosure Certification**

**Name of Business:**

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

**OR**

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

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

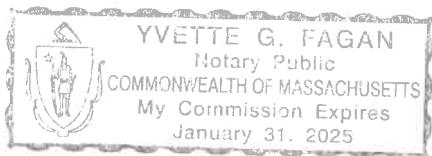
- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☒ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

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

**Stockholders:**

Name: Staples, Inc.	Name: Stockholder Name
Home Address: 500 Staples Drive, Framingham, MA 01702	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
<p>Subscribed and sworn before me this <u>15<sup>th</sup></u> day of <u>January</u>, 20<u>23</u>.</p> <p>(Notary Public) <u>Yvette G. Fagan</u></p> <p>My Commission expires: <u>1/31/25</u>.</p>	
<p>(Affiant) <u>John Frisk</u></p> <p><b>John Frisk, President, HiTouch Business Services LLC</b></p> <p>(Print name &amp; title of affiant)</p> <p>(Corporate Seal)</p>	



# **Proposal Form 18: General Terms and Conditions Acceptance Form**



## 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:

- **Section 2.5(d) (Assignment)**

If the business intends to use any subcontractors in the performance of the Master Agreement, it must obtain Equalis Group and CCOG's prior consent. HiTouch is requesting the following modifications to this Section (please see modifications in red):

"This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity; provided that (i) any such assignment is conditioned upon the assignee's assumption of all obligations and liabilities of the assignor under this Master Agreement and (ii) Equalis shall not assign to a competitor of Winning Supplier without Winning Supplier's prior written consent (which may be withheld in its sole discretion). 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."

- **Section 2.5(e) (Order of Precedence)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

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 Respondent's proposal and all attachments thereto; and
5. The solicitation and all attachments thereto.

- **Section 2.6(a) (Confidentiality - Obligation)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

"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 affiliates, 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 affiliates, 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."

- **Section 2.7 (Indemnification)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

“Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents (“**Indemnified Parties**”) against all ~~third-party~~ 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**”).”

- **Section 2.9(c) (Breach)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

“In the event that any Party commits a material breach of its obligations under this Master Agreement, ~~except 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.

- **Section 2.11 (Audit of Winning Supplier)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

“CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier’s provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier’s business or operations. ~~Supplier shall have the right to approve such independent auditor or accounting firm, which approval shall not be unreasonably withheld. Upon approval and after such independent auditor or accounting firm has executed an appropriate confidentiality agreement with Supplier, Supplier will permit the independent auditor or accounting firm to review the relevant documents. CCOG or Equalis, as applicable, shall be responsible for paying the fees and costs of any independent auditor or accounting firm.”~~

- **Section 2.15 (Governing Law; Invalidity)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

“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.”~~

- **Section 2.16 (No Third-Party Beneficiaries; Survival of Representations)**

HiTouch is requesting the following modifications to this Section (please see modifications in red):

“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.~~ Any provision of this Master Agreement which by its nature must survive termination or expiration will survive any termination or expiration of this Master Agreement.

*(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**

## 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 after CCOG has completed contract award.

# **Proposal Form 20: Master Agreement Signature Form**

## PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other 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	HiTouch Business Services LLC
Address	601 Mason Road, Suite 100
City/State/Zip	La Vergne, TN 37086
Phone Number	(508) 253-6979
Email Address	John.Frisk@HiTouchBusinessServices.com
Printed Name	John Frisk
Job Title	President, HiTouch Business Services LLC
Authorized Signature	

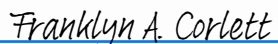
### Initial Term of the Master Agreement


Contract Effective Date:	January 1, 2024
Contract Expiration Date:	December 31, 2027
Contract Number:	COG-2152G

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

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By:	 <small>Franklyn A. Corlett (Jan 29, 2024 10:46 EST)</small>
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	29/01/2024

By:	 <small>Eric Merkle (Jan 29, 2024 09:40 CST)</small>
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	29/01/2024