

RESOLUTION NO. 2023 – 4102

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH MARSDEN SOUTH, L.L.C. FOR JANITORIAL SERVICES FOR THE CITY'S MUNICIPAL FACILITIES UTILIZING THE TERMS AND CONDITIONS OF THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC. GROUP PURCHASING AGREEMENT AWARDED PURSUANT TO REQUEST FOR PROPOSALS NO. 2014.04.01 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of janitorial services for the City's municipal facilities (the "Services"); and

WHEREAS, the type of Services required by the City have been competitively bid by Cooperative Council of Governments, Inc., a national public sector group purchasing organization created by the State of Ohio, which has entered into a Group Purchasing Agreement pursuant to Request for Proposals No. 2014.04.01 (the "CCOG Contract") with Scioto Services, LLC, which has approved Marsden South, L.L.C. (the "Contractor") as an affiliate operating company; and

WHEREAS, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to authorize the City Manager to execute an agreement (the "Agreement") in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services in an amount not to exceed \$208,595.52 annually, consistent with the terms and conditions of the CCOG Contract; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" in an amount not to exceed \$208,595.52 annually, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilman Fajet who moved its adoption. The motion was seconded by Councilman Vazquez and upon being put to a vote, the vote was as follows:

Vice Mayor Jorge Santin	<u>YES</u>
Councilmember Jacky Bravo	<u>YES</u>
Councilmember Dr. Victor Vazquez, Ph.D.	<u>YES</u>
Councilmember Dr. Walter Fajet, Ph.D.	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 29th day of June, 2023.



MARIA PUENTE MITCHELL
MAYOR

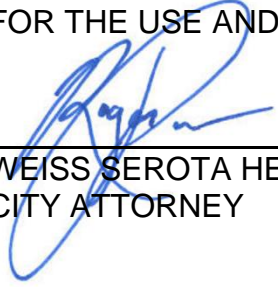
ATTEST:



ERIKA GONZALEZ, MMC
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

**COVER AGREEMENT WITH MARSDEN SOUTH, L.L.C.
UTILIZING TERMS AND CONDITIONS OF
COOPERATIVE COUNCIL OF GOVERNMENTS, INC.
GROUP PURCHASING AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
MARSDEN SOUTH, L.L.C.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **MARSDEN SOUTH, L.L.C.**, a Delaware limited liability company authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City is in need of janitorial services for the City’s municipal facilities (the “Services”); and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by Cooperative Council of Governments, Inc. (“CCOG”), a national public sector group purchasing organization created by the State of Ohio as a unit of government, which has entered into a Group Purchasing Agreement pursuant to Request for Proposals No. 2014.04.01 (the “CCOG Contract”) with Scioto Services, LLC, which has approved the Contractor as an affiliate operating company; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the CCOG Contract, attached hereto as Exhibit “A,” into this Agreement, except as otherwise modified or amended herein; and

WHEREAS, the Contractor has provided the City a quote (the “Quote”) attached hereto as Exhibit “B” for the provision of the Services in an amount not to exceed \$208,595.52 annually based on the terms and conditions of the CCOG Contract; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the CCOG Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the CCOG Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – CCOG Contract.
 - D. Fourth Priority: Exhibit B - Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the CCOG Contract unless otherwise provided in this Agreement. All references to CCOG shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Services.** Contractor shall provide the Services in accordance with Section 1.1. of Appendix B of the CCOG Contract.
6. **Compensation and Payment.**
 - A. Compensation for Services provided by Contractor shall be in accordance with the rates of the CCOG Contract attached hereto as Exhibit “A” and the Quote attached hereto as Exhibit “B.” Contractor shall be compensated a flat rate, lump sum fee in the amount of \$17,382.96 per month, for a total amount not to exceed \$208,595.52 annually.
 - B. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

7. **Term.** The term of this Agreement shall be from the Effective Date through August 31, 2025, thereafter, unless terminated earlier in accordance with the provisions of the CCOG Contract or this Agreement.

8. **Indemnification.**

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

9. **Public Records.**

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the

Agreement, and following completion of the Agreement until the records are transferred to the City.

- C. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

10. Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

12. Background Checks. Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: .

13. Amendment to Section 3.7 of CCOG Contract. Section 3.7(b), "Notice & Opportunity to Defend; Limitations & Thresholds," of the CCOG Contract is hereby deleted in its entirety.

14. Amendment to Section 3.9 of CCOG Contract. Section 3.9(b), "Termination Rights," of the CCOG Contract is hereby deleted in its entirety and replaced as follows:¹

Section 3.9. Termination Rights. The Parties will have the termination rights set forth below.

(b) Mutual Consent. ~~This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.~~ Termination for Convenience. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor.

(d) Transfer of Public Records. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

(e) Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

pursuant to any borrowing legislation adopted by the City Commission relative to the Services; and (iii) the City Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

- 15. Amendment to Section 3.15 of CCOG Contract.** Section 3.15, “Governing Law; Invalidity,” of the CCOG Contract is hereby deleted in its entirety and replaced as follows:

3.15. Governing Law and Venue; Waiver of Jury Trial.

A. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

B. Waiver of Jury Trial. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

- 16. Amendment to Section 3.23.** Section 3.23, “Mediation; Arbitration,” of the CCOG Contract is hereby deleted in its entirety.

- 17. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

- 18. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "A"

Cooperative Council of Governments
Group Purchasing Agreement Awarded Pursuant to Request for Proposals No. 2014.04.01

This Amended & Restated Agreement entered into with an effective date of September 1, 2019.

GROUP PURCHASING AGREEMENT

between

Cooperative Council of Governments

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Scioto Services, LLC

65 Kingston Avenue
Columbus, Ohio 43207

and

Collaborent Group, Ltd.

A Wholly-Owned Subsidiary of Equalis Group LLC

5550 Granite Parkway
Plano, Texas 75024

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THIS AMENDED AND RESTATED GROUP PURCHASING AGREEMENT (this "**Agreement**"), effective as of September 1, 2019 (the "**Effective Date**"), is entered into by and between the Cooperative Council of Governments, Inc., an Ohio not-for-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), Collaborent Group, Ltd., a wholly-owned subsidiary of Equalis Group LLC, with its principal place of business at 550 Granite Parkway, Plano, Texas 75024 ("**Collaborent**"), and Scioto Services, LLC, a Delaware limited liability corporation with its principal place of business at 65 Kingston Avenue, Columbus, Ohio 43207 ("**Scioto**"). Throughout this Agreement, CCOG, Scioto, and Collaborent are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency ("**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national public sector group purchasing organization, by publicly procuring group purchasing agreements ("**Group Purchasing Agreements**") for products and services to be made available to current and prospective Equalis Group members.

B. Collaborent is the third-party procurement administrator for, and duly authorized agent of, CCOG, and in that role manages the procurement, 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 particular state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a member ("**Member**"). "**Public Sector Entities**" include, but are 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, and 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 Code and other applicable law, including private companies, may also join Equalis Group as a Member.

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

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

G. Collaborent actively promotes Group Purchasing Agreements to current and prospective Equalis Group Participants through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Scioto sales representative training, and field sales support (collectively, "**Collaborent Marketing Services**") as more fully defined in Appendix F.

H. CCOG issued request for proposal ("**RFP**") #2014.04.1 dated April 14, 2014 for contracting on behalf of the Participants for janitorial services and related products and services (the "**Services**").

I. CCOG determined that Scioto submitted the lowest responsive and responsible bid in response to RFP #2014.04.1 for the Services subject to this Agreement.

J. Scioto desires to promote and expand its operations and increase the sales of its Services to public sector, private sector, and not-for-profit organizations through Equalis Group.

K. Scioto is affiliated or under common ownership with a number of operating companies across the United States that provide Services to customers of Scioto and the operating companies subject to this Agreement as defined in **Appendix E** (individually, an “**Operating Company**” and collectively, “**Operating Companies**”).

L. CCOG, Scioto, and Collaborant entered into an agreement dated September 1, 2014 (the “**Original Agreement**”) agree to make the Services from Operating Companies available to Equalis Group Participants. By way of this amended and restated Agreement, the Parties are exercising a renewal option in the Original Agreement to continue providing Services to current and prospective Equalis Group Participants that purchase Services from Operating Companies (“**Program Participants**”) subject to the terms of this Agreement.

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

SECTION 2. BUSINESS TERMS

2.1. Appendices. Operating Companies agree to provide the Services as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Agreement and the appendices attached hereto and made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”), as amended from time to time upon mutual written consent of Operating Companies and Collaborant.

- (i) **Appendix A** defines the Term of this Agreement and addresses for Notices.
- (ii) **Appendix B** sets forth the Services and pricing for Services.
- (iii) **Appendix C** defines Operating Companies’ reporting requirements.
- (iv) **Appendix D** identifies each Party’s trademarks and logos authorized for use by the other Parties, subject to the terms of this Agreement.
- (v) **Appendix E** lists the Equalis Group Participants, Prospective Participants, and Operating Companies authorized to utilize this Agreement, as amended from time to time.
- (vi) **Appendix F** defines the financial terms between the Parties.

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

2.3. Utilization of Services. Purchases of the Services from Operating Companies may be made by any Equalis Group Participant upon execution of such credit applications, forms, agreements, appendices, or other documentation (“**Customer Agreements**”) as mutually agreed upon by the Program Participant and the Operating Company.

2.4. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish the Services to Program Participants will be determined by each Operating Company. Operating Companies agree to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Services as specified in **Appendix B** to all Program Participants throughout the Term of this Agreement, as defined in **Appendix A**.

2.5. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for the Services are set forth in **Appendix B**. Operating Companies agree that there are no other applicable rates, fees, charges, or other monetary incentives except those set forth in **Appendix B**. The Administrative Fees to be paid by Operating Companies to Collaborant are set forth in **Appendix F**. If the application of any rate, fee, charge, or other monetary incentive as set forth in **Appendix F** will create a hardship to Operating Companies or CCOG or Collaborant,

the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to the terms of **Appendix F**, upon written agreement of the Parties.

2.6. Publicity & Joint Marketing.

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

(b) **Joint Marketing / Logo & Name Use.** Operating Companies authorize CCOG and Collaborent to use Operating Companies' trademarks and logos identified in **Appendix D** ("**Operating Companies' Trademarks**"). CCOG authorizes Operating Companies to use CCOG's trademarks and logos identified in **Appendix D** ("**CCOG's Trademarks**"). Collaborent authorizes Operating Companies to use Collaborent's trademarks and logos identified in **Appendix D** ("**Collaborent's Trademarks**"). Each Parties' use of such trademarks will be limited solely to joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Services, as well as, each Party can reasonably reject the use of its trademarks or logos by another Party for any reason and at any time.

(c) **Use of Name/Logo.** Operating Companies authorize CCOG and Collaborent to utilize Operating Companies' Trademarks and name in standard communication, including correspondence, newsletters, and website material. CCOG and Collaborent respectively authorize Operating Companies to utilize CCOG's Trademarks and Collaborent's Trademarks and name in standard communication, including correspondence, newsletters, and website material.

2.7. Participants Subject to this Agreement. The terms and conditions in this **Section 2.7** may vary from Operating Company to Operating Company due to the unique geographic territory and go to market strategies of each individual Operating Company. In such event, any variances to this **Section 2.7** agreed to by the Parties for a specific Operating Company will be documented in a new Appendix to this Agreement. In the absence of any fully executed amendment to this **Section 2.7**, the following shall control:

(a) **Equalis Group Members.** Any Equalis Group Participant specifically identified on **Appendix E** who purchases Services from Operating Companies subject to this Agreement shall be considered a Program Participant. Any entities not identified on **Appendix E**, or that become Equalis Group Participants following the Effective Date of this Agreement, may only be added to **Appendix E** upon the mutual written consent, including via email, by the Chief Operating Officer of Operating Companies and the Executive Vice President of Collaborent. Operating Companies shall not directly solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any bid or request for proposal from any Program Participants identified on **Appendix E** relating to the acquisition of Services that are available from Operating Companies through this Agreement to such Program Participants unless such Services are made available to such Program Participants through, under, and subject to the terms of this Agreement.

(b) **Joint Prospecting.** Operating Companies and Collaborent agree to jointly identify and jointly market the Services to prospective Participants identified on **Appendix E**, as updated from time to time upon the mutual written consent of Operating Companies and Collaborent ("**Prospective Participants**"). Operating Companies will identify, mark, register, or code each Prospective Participant as an Equalis Group account within its internal tracking system. Any Prospective Participants who become Program Participants during the Term of this Agreement shall be subject to the terms and conditions of this Agreement, including the payment of Administrative Fees as defined in **Appendix F**. Except as provided herein, Operating Companies shall not directly solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any bid or request for proposal from any Prospective Participants relating to the acquisition of Services that are available from Operating Companies through this Agreement to such Prospective Participants unless such Products & Services are made available to such Prospective Participants through, under, and subject to the terms of this Agreement. From time to time, certain Prospective

Participants may indicate to one or more of the Parties that they cannot or will not utilize Operating Companies' Services through this Agreement and/or through Equalis Group. In such circumstances, Operating Companies will promptly notify Collaborant in writing of the situation and Operating Companies and Collaborant agree to remove such Prospective Participants from the registration list and will no longer be subject to the terms of this Agreement or remain registered as a Prospective Participant.

(c) **Prospective Participant Registration.** Prospective Participants may be identified jointly by Operating Companies and Collaborant, by Operating Companies and proposed to Collaborant, or by Collaborant and proposed to Operating Companies. Any request by either Party to add a Prospective Participant to **Appendix E** shall be in writing and identify with specificity: (i) the full legal name and address of the Prospective Participant; and, (ii) the name and contact information of the representative of the Prospective Participant (each, a "**Prospective Participant Notice**"). No proposed Prospective Participants shall be approved as Prospective Participants subject to the terms of this Agreement without the prior written approval (including via email) of the Chief Operating Officer of the Operating Companies, and the Executive Vice President of Collaborant. The Party receiving the Prospective Participant Notice will have fifteen (15) days to respond and approve or disapprove of each registration request in writing, including via email. Approval of Prospective Participants shall be in the sole and exclusive discretion of the Party receiving the Prospective Participant Notice. Failure to respond to any Prospective Participant Notice shall be deemed a rejection, in which case such Prospective Participant shall not be added to **Appendix E** and will not be subject to the terms and conditions of this Agreement. All approved Prospective Participants shall be listed in **Appendix E** as updated. Operating Companies will provide Collaborant with the name of the Operating Companies' branch and Operating Companies' sales representative (if applicable) to whom each registered Prospective Participants is assigned, and such information shall also be included in **Appendix E**.

(d) **Equalis Group Membership Agreement.** In conjunction with the provision of Customer Agreements to Prospective Participants and/or initiating the sale of Services to Prospective Participants not required to enter into Customer Agreements, Operating Companies will provide the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and direct any Prospective Participants subject to this Agreement who have not already joined Equalis Group to do so in conjunction with executing Operating Companies' Customer Agreements and/or beginning to purchase Services from Operating Companies to ensure that Operating Companies and Program Participants are in full compliance with applicable state procurement statutes.

(e) **After-Acquired Assets.** Notwithstanding anything in this Agreement to the contrary, assets or companies newly acquired by the Operating Companies or their affiliates after the execution of this Agreement shall be excluded from this Agreement, regardless of the geographic location of the assets or companies acquired, unless otherwise agreed in writing by the CEO of the Operating Company and an authorized representative of Collaborant.

SECTION 3. TERMS & CONDITIONS

3.1. Independent Contractors. In the performance of this Agreement, Operating Companies will be independent contractors to CCOG and Collaborant, and will not be or act as, or be deemed to otherwise be an agent, employee, or representative of CCOG, Collaborant, or any Equalis Group Participant. CCOG and Collaborant will be independent contractors to Operating Companies, and will not be or act as, or be deemed to be agents, employees, or representatives of Operating Companies. Operating Companies' employees will not be deemed to be CCOG's and/or Collaborant's employees or employees of any Equalis Group Participant, and CCOG's and Collaborant's employees will not be deemed to be Operating Companies' employees. Nothing contained in an Appendix or this Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of the other Parties' performance. No partnership, joint venture, or other relationship between the Parties or any Participant is created hereby.

3.2. Operational Control.

(a) **Operating Companies Control.** As between the Parties, Operating Companies will have sole and exclusive control over the manner in which Operating Company and its employees, subcontractors, and suppliers deliver the Services. Operating Companies will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Operating Companies furnish the types and quantities of Services specified in **Appendix B** to all Program Participants throughout the Term of this Agreement as established by any executed Customer Agreements between Operating Companies and Program Participants. Such individuals will not be considered employees or subcontractors of CCOG, Collaborent, or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Operating Companies.

(b) **Collaborent Control.** As between the Parties, Collaborent will have sole and exclusive control over the manner in which Collaborent and its employees, subcontractors, and suppliers deliver the Collaborent Marketing Services. Collaborent will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Collaborent furnishes the types and quantities of Collaborent Marketing Services specified in **Appendix F** throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of CCOG, Operating Companies, or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Collaborent.

(c) **Taxes.** Except as otherwise specified herein, each Party will be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to those employees engaged by that Party pursuant to the performance of this Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees.

3.3. Technical Systems; Intellectual Property. Operating Companies will retain title to their proprietary systems and methodologies used in connection with the delivery of Services during the course of this Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Operating Companies or licensed to Operating Companies by a third Party and incorporated into any sale of Services ("**Operating Companies' Systems and Methods**"). Operating Companies shall grant a limited, non-exclusive, revocable license to all Program Participants subject to this Agreement to use Operating Companies' Systems & Methods during the Term of this Agreement and for the duration of any Customer Agreements established between Operating Company and a Program Participant to purchase Services subject to the terms of this Agreement until such contracts expire or are terminated.

3.4. Non-Solicitation. During the Term of this Agreement, no Party will knowingly solicit, or cause any other person to knowingly solicit, any employees or contractors of the other Party who are or were employed or engaged on the Effective Date of this Agreement or who became employed or engaged by that Party during the prior twelve (12) months.

3.5. Confidentiality.

(a) **Obligation.** The nature and details of the business relationship covered by this 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 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 Party's Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees,

agents, and subcontractors with a need to know the Information. The foregoing will not limit either Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a service relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, and subcontractors 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 Agreement and for a period of two (2) years after the date this 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 defined in **Section 3.15**, at the Addresses for Notices set forth in **Appendix A** of such threatened disclosure and the right to defend against such disclosure, at its 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.

3.6. Indemnification.

(a) **Operating Company Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Operating Company shall indemnify, defend, and hold harmless ("**Indemnifying Party**") CCOG and Collaborent, and their respective officers, directors, employees, subcontractors, agents, and all Equalis Group Participants subject to this Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Operating Company, its officers, directors, employees, subcontractors, and agents subject to this Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

(c) **Collaborent Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Collaborent shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Operating Company, its officers, directors, employees, subcontractors, and agents subject to this Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest,

and expenses (including costs of defense, settlement and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

3.7. Notice & Opportunity to Defend; Limitations & Thresholds.

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance will not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this Agreement, no Party shall be liable for any indirect, consequential, incidental, exemplary, or punitive damages including, without limitation, business interruption, lost business, or lost profit damages, even if such Party has been advised of the possibility of such damages in advance. Indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

3.8. Operating Company Insurance. During the Term of this Agreement, Operating Company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Operating Companies' performance of its duties under this Agreement, maintain general liability insurance and property insurance providing protection as defined herein applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Agreement, or any Appendix, and with respect to, or arising out of, Operating Companies' provision of Services to Program Participants. CCOG, Collaborent, Equalis Group LLC, and their respective officers, directors, employees, and agents will be named as additional insureds on Operating Companies' related insurance policies. All such insurance policies will incorporate a provision requiring the giving of written Notice, as defined in **Section 3.13**, to CCOG and Collaborent at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Operating Company shall submit to CCOG and Collaborent within ten (10) calendar days after the Effective Date of this Agreement, and prior to furnishing Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Operating Company shall provide such valid certificates on an annual basis until the terms of this **Section 3.8** are no longer applicable.

(a) **General Liability.** Coverage must be provided for General Liability and Occurrence Form with the following minimum limits for each Program Participant:

- General Aggregate \$2,000,000
- Products Completed/Aggregation Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

(b) **Automobile Liability.** Coverage must be provided for Any Auto with a minimum combined single limit of \$1,000,000 for each Program Participant.

(c) **Excess Liability.** Coverage must be provided through an Umbrella Form or similar form with a minimum limit of \$1,000,000 for each Program Participant for a) each occurrence, and b) in the aggregate.

(d) **Worker's Compensation & Employer's Liability.** Coverage must be provided for worker's compensation and employer's liability coverage that meets statutory requirements and includes stop gap Liability as follows for each Program Participant:

- Bodily Injury by Accident \$1,000,000 each accident
- Bodily Injury by Disease \$1,000,000 policy limit
- Bodily Injury by Disease \$1,000,000 each employee

(e) **Third Party Employee Dishonesty.** Operating Company shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of Operating Companies, in an amount not less than \$100,000 per occurrence for each Program Participant.

3.9. Termination Rights. The Parties will 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 Agreement upon giving at least five (5) calendar days prior written Notice of such termination.

(b) **Mutual Consent.** This 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 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 Agreement upon ten (10) calendar days written Notice at the Addresses for Notices set forth in **Appendix A.**

3.10. Effects of Termination.

(a) **Insolvency or Breach of CCOG or Collaborent.** Upon termination of this Agreement as a result of the insolvency of CCOG or Collaborent as defined in **Section 3.9 (a)** or breach of CCOG or Collaborent as defined in **Section 3.9 (c)**, ongoing Administrative Fee payments from Operating Company to Collaborent will cease as of the date of termination; Operating Company must nonetheless pay to Collaborent, or such other party as ordered by a court of competent jurisdiction, in full any Administrative Fee payments, as set forth in **Appendix E**, owed to Collaborent through the date of the termination.

(b) **Insolvency or Breach of Operating Companies.** Upon termination of this Agreement as a result of the insolvency of Operating Companies as defined in **Section 3.9 (a)** or breach of Operating Companies as defined in **Section 3.9 (c)**, Operating Companies must continue making Administrative Fee

payments, as set forth in **Appendix F**, to Collaborant that are generated by individual Program Participant's utilization of the Services throughout the term of each individual Program Participant's Customer Agreement with Operating Companies, to the extent that Operating Companies continue to generate revenue from each Program Participant.

(c) **End of Term.** If this Agreement is terminated due to expiration of this Agreement, Operating Companies must continue making Administrative Fee payments, as set forth in **Appendix F**, to Collaborant that are generated by individual Program Participant's utilization of the Services throughout the term of each individual Program Participant's Customer Agreement with Operating Companies, to the extent that Operating Companies continue to generate revenue from each Program Participant.

(d) **Mutual Written Consent.** Upon termination of this Agreement as a result of the mutual written agreement of the Parties, Operating Companies will continue to pay all Administrative Fees generated by each individual Program Participant's utilization of the Services as set forth in **Appendix F** for a period of one (1) year from the date of termination to the extent that Operating Companies continue to generate revenue from each Program Participant.

3.11. Audit of Operating Companies. CCOG and Collaborant will have the right, at their sole expense, to perform audits, including inspection of books, records, and computer data relevant to Operating Companies' provision of the Services, 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 Operating Companies and so as not to unreasonably interfere with Operating Companies' business or operations.

3.12. Force Majeure. This 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 Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Operating Companies, civil commotion, closing of the public highways not caused by Operating Companies, 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 Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement. If the provision of Services are impeded due to an Event of Force Majeure, then Operating Companies may apportion the provision of Services among its present and future customers on a fair and reasonable basis after consulting with Collaborant and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect the Program Participants.

3.13. 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 set forth in **Appendix A** (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), (c) upon transmission if sent to the recipient by facsimile transmission or electronic mail, if immediately confirmed by telephone or electronic means, or (d) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.14. Waiver. Other than the rights and obligations with respect to payment provided by this 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 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 Agreement.

3.15. Governing Law; Invalidity. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is held invalid, then the remainder of this Agreement will continue in force as if the invalidated provision did not exist.

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

3.17. Assignment. This 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 Operating Companies and Collaborent may assign their respective rights and obligations under this Agreement without the consent of the other Parties in the event either Operating Companies or Collaborent shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this GP 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 3.17** will be null and void. This 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 Agreement.

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

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

3.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. For purposes of this Agreement, a facsimile or electronic signature will be deemed an original signature.

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

3.22. Severability. If any part, term, or provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, the remainder of this Agreement will remain in full force and effect.

3.23. Mediation; Arbitration.

(a) **Mediation.** Any claim or controversy related to or arising out of this Agreement, whether in contract or tort ("**Dispute**"), will be resolved on a confidential basis according to the following process, which any Party may start by delivering to the other Party(ies) a written Notice describing the Dispute and the amount involved ("**Demand**"). After receipt of a Demand, the Parties shall continue to perform all obligations as

required under this Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation.

(b) **Unsuccessful Mediation.** If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, any Party(ies) shall submit their Dispute to binding arbitration under the Commercial Arbitration Rules of the AAA. The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, a Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing Party's(ies)' actual damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. Each Party will bear its internal expenses and attorneys' fees and expenses.

(c) **Privileged.** The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) **Joinder.** Any Party(ies) may join any other Party(ies) in the Arbitration Proceeding that any Party(ies) deems necessary to reach a complete adjudication of any Dispute arising under the terms of this Agreement and related to the Services furnished to any Participants pursuant to this Agreement.

(e) **Other Suits.** Nothing in this **Section 3.23** will preclude any Party's recourse to a court of competent jurisdiction to: (a) enforce the terms of, or an arbitration under, this **Section 3.23**; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or (c) recover specific property, including an action in replevin.

3.24. Nondiscrimination & Intimidation.

(a) Operating Companies expressly agrees that in the hiring of employees for the performance of work or services under this Agreement or any subcontract, Operating Companies, their subcontractors, or any person acting on Operating Companies' or their 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) Operating Companies expressly agree that Operating Companies, any of its subcontractors, or any person on behalf of Operating Companies or their subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) Operating Companies expressly agree to include the provisions of this **Section 3.24** in each of their written Subcontractor agreements for the Services subject to this Agreement.

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

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

SCIOTO SERVICES, LLC

By: DocuSigned by: Scott Morgan
8C88B69A31AC414...

By: DocuSigned by: Chip Niswonger
11D264E6CDFF433...

Printed Name: Scott A. Morgan

Printed Name: Chip Niswonger

As: Board President

As: President & COO

Date: 4/13/2021

Date: 4/13/2021

COLLABORENT GROUP, LTD.

By: _____

Printed Name: David J. Akers

As: President & CEO

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

1. The Term.

This Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Agreement will remain in effect for three (3) years and expire on August 31, 2022 (the “**Termination Date**”) unless extended or unless otherwise terminated or cancelled as set forth in the Agreement (the “**Initial Term**”). This Agreement may be renewed for one (1) additional three (3) year period at any time by the mutual written consent of the Parties for any period of time (the “**Renewal Term**”) unless this Agreement is terminated as set forth herein pursuant to **Section 3.9**. The Initial Term and the first renewal term together with any Renewal Term exercised are hereinafter collectively referred to as the “**Term**.”

2. Addresses for Notices.

a. If to CCOG:

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

b. If to SCIOTO SERVICES, LLC:

Steve Niswonger
Senior Vice President
65 Kingston Avenue
Columbus, Ohio 43207
614-299-9561
steve.niswonger@sciotoservices.com

and with copy to:

Damon Fraser
General Counsel
2124 University Ave
St Paul MN 55114
dfraser@marsden.com

c. If to COLLABORENT:

Collaborent Group, Ltd.
Attn: David Robbins
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002
Email: DRobbins@EqualisGroup.org

APPENDIX B: SERVICES & PRICING

This **Appendix B** defines the Services and associated pricing available to Equalis Group Participants through this Agreement. This **Appendix B** may be modified at any time with the mutual written consent of the Operating Companies and Collaborant.

1. **Operating Companies' Services.** Operating Companies offer a variety of Services that are related to maintaining facilities. These services are categorized as follows:
 - a) Janitorial Services
 - b) Security Services
 - c) Mechanical Services
 - d) Specialty Services

The exact composition and combination of Services, as further described below, made available to an individual Program Participant will vary depending upon numerous Program Participant-specific variables, including, but not limited to, the particular Services required, the unique requirements of each Program Participant, the scope and/or frequency of the specific Services required, and the geographic location of the Program Participant.

- 1.1. **Janitorial Services.** Operating Companies offer full service professional janitorial services ("**Janitorial Services**"). Janitorial Services includes multiple shift operations, carpet cleaning, hard surface floor care, and associated supplies and equipment. Operating Companies focus relentlessly on customer satisfaction by reducing the turn-over of front-line associates and increasing training and management they receive. Operating Companies utilize several processes to support the effective execution of Janitorial Services, including:
 - a) Highly selective hiring process.
 - b) Robust training of new and current employees.
 - c) Above-market compensation to attract and retain higher quality employees.
 - d) Reduced front-line associate turnover, well below industry averages, thereby improving continuity and consistency for Participants.
 - e) Automated time-keeping software, with full Participant visibility in real-time to:
 - (i) Ensure in real-time that the right Operating Companies' employees show up to the right Program Participant locations at the right time
 - (ii) Enable Operating Companies to allocate back-up resources in real-time if an assigned employee is not available to perform the contracted Janitorial Services
 - f) Sophisticated work order system to manage on-the-job responsibilities, report complaints, and manage complaint resolution through satisfactory conclusion, with full Program Participant visibility in real-time
 - g) Allocation of more and better-trained management resources than the industry standard to deliver higher quality Janitorial Services.

Operating Companies have developed these processes over decades of service delivery in support of Operating Companies' business model to deliver the best People, Process, and Management to Participants.

- 1.2. **Security Services.** Operating Companies provide a full range of security services ("**Security Services**"), including, but not limited to:
 - a) Guard Service 1 – on-site security guards with limited interdiction authority.
 - b) Guard Service 2 – on-site security guards authorized to restrain.
 - c) Guard Service 3 – on-site security guards authorized to carry weapons and utilize force when necessary.
 - d) Security Consulting – includes facility assessments, risk identification and mitigation, design and installation of security systems and technology, and related services.

- e) Security Training – a wide range of training for existing Program Participant security personnel and other on-site staff.
 - f) Software – a wide range of proprietary and licensed security software tools.
- 1.3. Mechanical Services. Operating Companies provide a full range of mechanical services (“**Mechanical Services**”), including, but not limited to:
- a) On-site Maintenance Personnel – may be provided full-time or as needed depending upon unique Participant requirements and geographic location.
 - b) HVAC Design Build Services – from concept through design through installation.
 - c) Calibration – calibration of HVAC and other mechanical and/or precision equipment.
 - d) Marsden Clean Air
- 1.4. Specialty Services. Operating Companies provide a full range of related specialty services (“**Specialty Services**”). Specialty Services are typically customized project work based on each Program Participant’s unique needs and include, but are not limited to:
- a) Hard surface floor cleaning / refinishing
 - b) Carpet Cleaning
 - c) MRSA & COVID-19 clean-ups
 - d) Surgical Terminal Cleaning
 - e) Grout Cleaning / Repair
 - f) Concrete installation / Repair
 - g) Concrete polishing
 - h) Encase grout restoration
 - i) Construction clean-up
 - j) Cryogenic cleaning
 - k) Power washing
 - l) High cleaning
 - m) Window cleaning
 - n) Graffiti removal
 - o) Exterior building cleaning
 - p) Painting
 - q) Epoxy and urethane floor coatings
 - r) Industrial Cleaning: pit, paint booth, and welding slag cleaning, equipment cleaning

2. Pricing for Services.

Operating Companies price Services for each Equalis Group Participant on a case-by-case basis. The specific pricing for specific Services will vary depending upon numerous variables, including the particular Services required, the unique requirements of each Equalis Group Participant, the scope and/or frequency of the specific Services required, and the geographic location of the Equalis Group Participant.

Operating Companies provide pricing for each Equalis Group Participant utilizing a full disclosure (“**Full Disclosure**”) pricing model. Under Operating Companies’ Full Disclosure pricing, Equalis Group Participants see Operating Companies’ **actual** costs for providing the Services, the overhead allocation, and Operating Companies’ profit margin on a per job, per Equalis Group Participant basis. The table below provides an example of a Full Disclosure pricing model submitted as specific pricing to provide Janitorial Services across more than 29 locations and 750,000 square feet for an Equalis Group Participant as part of the RFP:

Full Disclosure Format							
LABOR CONTENT	Employees	Wkly Hrs	Monthly Hrs.	Annual Hrs.	Rate	Monthly Cost	Annual Cost
Head Manager (Non-Working)	1	40	173	2080	\$ 26.44	\$ 4,583	\$ 55,000
Supervisor	2	80	347	4160	\$ 15.00	\$ 5,200.00	\$ 62,400
Director of Operations (James Rice)	1	8	35	416	\$ 52.92	\$ 1,835	\$ 22,015
Day - Utility - Part Time	1	20	87	1040	\$ 10.15	\$ 880	\$ 10,556
Day - Utility - Part Time	1	20	87	1040	\$ 10.15	\$ 880	\$ 10,556
Day - Utility - Full Time (Admin Bldg)	1	40	173	2080	\$ 10.15	\$ 1,759	\$ 21,112
General Cleaners - Zone 1 -3 (2nd Shift)	65	913.5	3959	47502	\$ 9.90	\$ 39,189	\$ 470,270
General Cleaners - Zone 4 (2nd Shift)	21	569	2466	29588	\$ 9.80	\$ 24,164	\$ 289,962
2nd Shift Tproject / Leads	2	80	347	4160	\$ 12.00	\$ 4,160	\$ 49,920
			0	0		\$ -	\$ -
Grand Total Labor	95	1,771	7,672	92,066			
Grand Total Costs						\$ 82,649	\$ 991,791
EMPLOYEE TAXES-INSURANCE	% Of Labor	Monthly Cost	Yearly Cost				
FICA	7.65%	\$ 104.00	\$75,872.01				
F.U.I.	0.80%	\$ 6,170.67	\$7,934.33				
S.U.I.	2.21%	\$ 1,826.55	\$21,918.58				
Liability Insurance	0.75%	\$ 619.87	\$7,438.43				
Workers Compensation	6.25%	\$ 5,165.58	\$61,986.93				
Total Costs	17.66%	\$13,886.66	\$175,150.28				
OTHER OPERATING COST	% of Labor	Monthly Cost	Yearly Cost				
Cleaning Supplies	6.20%	\$5,122.00	\$61,464.00				
Equipment	3.18%	\$2,627.00	\$31,524.00				
Hiring Costs, Benefits	1.24%	\$1,021.00	\$12,252.00				
Phone, Tablet	0.67%	\$550.00	\$6,600.00				
Uniforms	1.20%	\$995.00	\$11,940.00				
Total Operating Cost	12.48%	\$10,315.00	\$123,780.00				
OVERHEAD PROFIT, TOTAL	% of Revenue	Monthly Cost	Yearly Cost				
Overhead Margin	10.14%	\$39,875.00	\$152,365.95				
Profit Margin	4.00%	\$5,270.00	\$60,128.63				
Total Cost			\$125,268	\$1,503,216			

APPENDIX C: OPERATING COMPANIES' REPORTING REQUIREMENTS

This **Appendix C** defines Operating Companies' monthly reporting requirements. This **Appendix C** may be modified at any time with the mutual written consent of Operating Companies and Collaborent.

1. **Monthly Reporting.**

Operating Companies shall electronically provide Collaborent with a detailed line item monthly report showing the dollar volume of all Program Participant Services sales invoiced under this Agreement during the previous month. Reports shall be sent via e-mail to Collaborent offices at info@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Operating Companies to collect and compile all sales under this Agreement from Program Participants and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

2. **CCOG and Collaborent Audit of Operating Companies' Reporting.**

CCOG and Collaborent, at their own expense, will have the right to perform audits of Operating Companies' reporting and Administrative Fee payments following the delivery of each report as described in this **Appendix C**, including inspection of books, records, and computer data relevant to Operating Companies' provision of the Services to Program Participants under this Agreement to ensure that the provisions of this Agreement are met; provided, however, that such audits will be conducted upon reasonable notice to Operating Companies and as not to unreasonably interfere with Operating Companies' business or operations.

APPENDIX D: TRADEMARKS & LOGOS

This **Appendix D** lists the trademarks and logos subject to this Agreement per the terms of **Section 2.5**. This **Appendix D** may be modified at any time with the mutual written consent of the Parties.

1. Operating Companies' Trademarks & Logos.

Word Marks:

- Scioto Services
- Scioto Services, LLC
- Scioto
- Marsden
- Marsden Services
- Marsden Services, LLC

Stylized Marks & Logos:



2. CCOG's Trademarks & Logos.

Word marks:

- The Cooperative Council of Governments, Inc.
- CCOG

Stylized Marks and Logos:

Not applicable.

3. CCOG's Trademarks & Logos.

Word marks:

- Equalis Group LLC
- Equalis Group
- Equalis
- Collaborent Group, Ltd.
- Collaborent
- Sourcing Alliance

Stylized Marks and Logos:



APPENDIX E: EQUALIS GROUP PARTICIPANTS, PROSPECTIVE PARTICIPANTS & OPERATING COMPANIES

The following document, as amended from time to time by the mutual written agreement of the Parties, is hereby incorporated by reference in this Agreement: **Agreement - Scioto Services and Equalis Group GPO (Group Purchasing) - 2019.09.01 (Appendix E – Participants).xlsx**. This **Appendix E** may be modified at any time with the mutual written and signed consent of the Operating Companies and Collaborent.

1. **Equalis Group Participants.** Equalis Group Participants, pursuant to **Section 2.7 (a)**, are listed in the first tab of the referenced document and are subject to the terms and conditions of this Agreement.
2. **Prospective Participants.** Pursuant to **Section 2.7 (c)**, Prospective Participants approved by Operating Companies and Collaborent are listed in the second tab of the referenced document and are subject to the terms and conditions of this Agreement.
3. **Operating Companies.** Operating Companies eligible to utilize this Agreement are listed in the third tab of the referenced document and are subject to the terms and conditions of this Agreement. Such Operating Companies may be added to this **Appendix E** and become subject to this Agreement based upon mutual written consent of the CEO of the Operating Company and an authorized representative of Collaborent.
4. **Existing Operating Companies' Clients.** Pursuant to **Section 2.7**, existing Operating Companies' Clients not subject to the terms and conditions of this Agreement, regardless of whether now or in the future they become an Equalis Group Participant, are listed in the fourth tab of the referenced document. In the event any existing Operating Companies' Clients are also identified as Prospective Participants on the second tab of the above-referenced **Appendix E**, only the additional services specifically identified for each such Prospective Participant and purchased after the date of this Agreement shall be subject to the terms and conditions of this Agreement. Operating Companies' services to their existing clients as of the date of this Agreement, or that are not specifically described on **Appendix E**, are not subject to the terms and conditions of this Agreement.

APPENDIX F: FINANCIAL TERMS & COLLABORENT MARKETING SERVICES

This **Appendix F** defines i) the financial terms between Operating Companies and Collaborent, and ii) Collaborent Marketing Services. This **Appendix F** may be modified and at any time with the mutual written consent of the Operating Companies and Collaborent.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, each Operating Company participating in this Agreement will remit to Collaborent an administrative fee payment (the “**Administrative Fee**”) as a percentage of the total Operating Company’s revenue invoiced to Program Participants during the prior calendar month as defined in the following table titled “**Equalis Group Administrative Fee - Participant Leverages Piggybackable Agreement**”. This Administrative Fee table applies to new business accounts as well as renewal accounts. The Parties acknowledge and agree that certain sales opportunities may require pricing that would not support the Administrative Fee. In such situations, the Operating Company and Collaborent shall meet and mutually agree on a modified Administrative Fee between point five percent (.5%) and four percent (4%). This adjustment will be based on deviated, more aggressive pricing for a variety of reasons, including, but not limited to, the size of the opportunity, the unique requirements of a particular Equalis Group Participant, one-time discounting or other price reductions from competitors, and/or the blend of Services required by the Equalis Group Participant. In such circumstances, the Operating Companies and/or the appropriate Operating Company and Collaborent will use best efforts to determine an appropriate adjusted Administrative Fee prior to Operating Company submitting a pricing proposal to the Equalis Group Participant. Operating Companies and Collaborent agree that any such Administrative Fee adjustment will be commensurate with adjustments to Operating Company’s margin (net of reasonable overhead) on a pro rata basis.

In the event that Operating Companies secure business with a Participant subject to this Agreement by competing in and winning a formal request for proposal (“**RFP**”) or competitive bid (“**Bid**”) process in accordance with applicable public sector procurement guidelines, then the Administrative Fee due and payable to Collaborent will be calculated as indicated in the table titled “**Equalis Group Administrative Fee - Operating Company Wins Participant Formal Bid/RFP**”.

**Equalis Group Administrative Fee -
Participant Leverages Piggybackable Agreement**

Operating Company Gross Margin*	Estimated Annual Contract Value		
	Above \$800,000	\$300,000 through \$800,000	Below \$300,000
20%	4.0%	3.6%	3.2%
19%	3.8%	3.4%	3.0%
18%	3.6%	3.2%	2.8%
17%	3.4%	3.0%	2.6%
16%	3.2%	2.8%	2.4%
15%	3.0%	2.6%	2.2%
14%	2.9%	2.4%	2.0%
13%	2.8%	2.2%	2.0%
12%	2.5%	2.0%	2.0%
11%	2.4%	2.0%	2.0%
10%	2.0%	2.0%	2.0%
9%	1.9%	1.8%	1.8%
8%	1.8%	1.6%	1.6%
7%	1.5%	1.4%	1.4%
6%	1.5%	1.2%	1.2%
5%	1.0%	1.0%	1.0%
4%	1.0%	0.8%	0.8%
3%	1.0%	0.6%	0.6%
2%	1.0%	0.5%	0.5%

**Equalis Group Administrative Fee -
Operating Company wins Participant Formal Bid/RFP**

Operating Company Gross Margin*	Estimated Annual Contract Value		
	Above \$800,000	\$300,000 through \$800,000	Below \$300,000
20%	2.00%	1.80%	1.60%
19%	1.90%	1.70%	1.50%
18%	1.80%	1.60%	1.40%
17%	1.70%	1.50%	1.30%
16%	1.60%	1.40%	1.20%
15%	1.50%	1.30%	1.10%
14%	1.45%	1.20%	1.00%
13%	1.40%	1.10%	1.00%
12%	1.25%	1.00%	1.00%
11%	1.20%	1.00%	1.00%
10%	1.00%	1.00%	1.00%
9%	0.95%	0.90%	0.90%
8%	0.90%	0.80%	0.80%
7%	0.75%	0.70%	0.70%
6%	0.75%	0.60%	0.60%
5%	0.50%	0.50%	0.50%
4%	0.50%	0.50%	0.50%
3%	0.50%	0.50%	0.50%
2%	0.50%	0.50%	0.50%

2. Other Terms & Conditions.

- 2.1. Sales Representative Compensation. Operating Companies will not reduce the sales commission paid to its sales representatives for sales to Participants as the result of the payment of the Equalis Group Administrative Fee.
- 2.2. Printing & Postage Costs. Operating Companies will pay 100% of the print and postage costs of any direct mail programs to Prospective Participants as mutually approved by both the Operating Company and Collaborent. This expense is not expected to exceed \$2,000/year per Operating Company. Operating Companies may utilize their own printing company and pay postage costs directly or request that Collaborent manage the printing and production of direct mail pieces, in which case Collaborent will invoice Operating Companies for the actual out-of-pocket printing and postage costs incurred by Collaborent. Collaborent will incur the costs associated with the design and development of marketing materials for direct mail campaigns.

3. Collaborent Marketing Services.

- 3.1. Operating Companies Sales Representative Training. Collaborent will develop, subject to Operating Companies' approval, various sales training and marketing collateral to promote this Agreement and Operating Companies' Services. Collaborent will i) conduct periodic sales trainings with Operating Companies' sales representatives assigned to sell Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with Prospective Participants, with particular focus on the procurement process that led to the establishment of this Agreement, the legal ability for Equalis Group Participants and Prospective Participants in any state to purchase Services through this Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Operating Companies, and iii) attend at least one Operating Companies company-wide sales and/or leadership meeting per year.
- 3.2. Sales Support. Equalis will engage in Operating Companies sales efforts through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) engage with Equalis Group Participants and Prospective Participants during the sales process to address questions relating to the procurement process, legal authority to purchase through this Agreement, and program design, and v) trainings for Equalis Group Participants' teams.
- 3.3. Marketing. Collaborent will incorporate information about the Services into Equalis Group's website and general collateral materials. Collaborent and Operating Companies will jointly develop and approve marketing materials to promote the Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Collaborent will market the Services to Equalis Group Participants as part of Equalis Group's ongoing marketing activities; these marketing efforts will consist of a combination of i) general marketing of all of Equalis Group's Group Purchasing Agreements, including Operating Companies' Services, ii) marketing of Operating Companies' Services specifically and/or as part of a package of selected Group Purchasing Agreements to targeted Equalis Group Participants and Prospective Participants, and iii) attending trade shows, conferences, and meetings.

Amendment 1 to Group Purchasing Agreement

This First Amendment (this “**Amendment 1**”) to the Amended & Restate Group Purchasing Agreement (the “**GP Agreement**”) dated September 1, 2019, between The Cooperative Council of Governments, Inc. (“**CCOG**”), Scioto Services, LLC, (“**Scioto**”), and Equalis Group LLC (“**Equalis Group**”) is made and entered into as of the 1st day of September 2022 (the “**Amendment 1 Effective Date**”) by and between CCOG, Scioto, and Equalis Group LLC.

RECITALS

- A.** The Parties hereto entered into that certain GP Agreement, dated as of September 1, 2019, and the Parties desire to renew and amend the GP Agreement, on the terms and conditions as provided herein.
- B.** Collaborent and Sourcing Alliance were acquired by Equalis Group LLC on March 31, 2020. Collaborent is a wholly owned subsidiary of Equalis Group LLC and Sourcing Alliance is now operating under the name “**Equalis Group**”, a national public sector group purchasing organization.
- C.** The Parties hereto agree that the GP Agreement is amended as stated herein and that this Amendment 1 shall be incorporated into the GP Agreement and made a part thereof.

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

1. Unless specifically defined herein, all capitalized terms shall have the same meaning as defined in the GP Agreement.
2. By way of this Amendment 1, the GP Agreement is renewed for three (3) years until August 31, 2025.
3. Delete the entirety of **Section 2.1(v)** and replace with the following:

Appendix E lists the Operating Companies authorized to utilize this Agreement, as amended from time to time.
4. Delete and replace text in **Section 2.7(a)** with:

Equalis Group Members. Any Equalis Group Participant who purchases Services from Operating Companies utilizing the GP Agreement shall be considered a Program Participant. Equalis Group shall not be entitled to any Administrative Fee if an Equalis Group Member purchases Services from Operating Companies without utilizing the GP Agreement.
5. Delete the entirety of **Section 2.7(b)**.
6. Delete the entirety of **Section 2.7(c)**.
7. Notwithstanding anything in the GP Agreement to the contrary (including its appendices), Scioto and the Operating Companies shall not owe any Administrative Fee to Equalis Group in the event that Scioto or the Operating Company secures business by competing in and winning a formal request for proposal (“**RFP**”) or competitive bid (“**Bid**”) process.
8. Delete and replace text in **Appendix E** as follows:

APPENDIX E: OPERATING COMPANIES

The following document, as amended from time to time by the mutual written agreement of the Parties, is hereby incorporated by reference in this Agreement: **Agreement - Scioto Services and Equalis Group (Group Purchasing) - 2022.09.01 (Appendix E - Operating Companies).xlsx**. This **Appendix E** may be modified at any time with the mutual written and signed consent of the Operating Companies and Equalis Group.

1. **Operating Companies.** Operating Companies eligible to utilize this Agreement are listed in the referenced document and are subject to the terms and conditions of this Agreement. Such Operating Companies may be added to this **Appendix E** and become subject to this Agreement based upon mutual written consent of the CEO of the Operating Company and an authorized representative of Equalis Group.

9. Delete and replace text in **Appendix F, Section 1 – Administrative Fee** as follows:

1. **Administrative Fee.**

On or before the 15th of each month, each Operating Company participating in this Agreement will remit to Equalis Group an administrative fee payment (the “**Administrative Fee**”) as a percentage of the total Operating Company’s revenue invoiced to Program Participants during the prior calendar month as defined in the following table titled “**Equalis Group Administrative Fee - Participant Leverages Piggybackable Agreement**”. This Administrative Fee table applies to new business accounts as well as renewal accounts. The Parties acknowledge and agree that certain sales opportunities may require pricing that would not support the Administrative Fee. In such situations, the Operating Company and Equalis Group shall meet and mutually agree on a modified Administrative Fee between point five percent (.5%) and four percent (4%). This adjustment will be based on deviated, more aggressive pricing for a variety of reasons, including, but not limited to, the size of the opportunity, the unique requirements of a particular Equalis Group Participant, one-time discounting or other price reductions from competitors, and/or the blend of Services required by the Equalis Group Participant. In such circumstances, the Operating Companies and/or the appropriate Operating Company and Equalis Group will use best efforts to determine an appropriate adjusted Administrative Fee prior to Operating Company submitting a pricing proposal to the Equalis Group Participant. Operating Companies and Equalis Group agree that any such Administrative Fee adjustment will be commensurate with adjustments to Operating Company’s margin (net of reasonable overhead) on a pro rata basis.

In the event that an Operating Companies secure business with a Participant by competing and winning a formal request for proposal (“**RFP**”) or competitive bid (“**Bid**”) process in accordance with applicable public sector procurement guidelines, then there will be no Administrative Fee due to Equalis Group.

**Equalis Group Administrative Fee -
Participant Leverages Piggybackable Agreement**

Operating Company Gross Margin*	Estimated Annual Contract Value		
	Above \$800,000	\$300,000 through \$800,000	Below \$300,000
20%	4.0%	3.6%	3.2%
19%	3.8%	3.4%	3.0%
18%	3.6%	3.2%	2.8%
17%	3.4%	3.0%	2.6%
16%	3.2%	2.8%	2.4%
15%	3.0%	2.6%	2.2%
14%	2.9%	2.4%	2.0%
13%	2.8%	2.2%	2.0%
12%	2.5%	2.0%	2.0%
11%	2.4%	2.0%	2.0%
10%	2.0%	2.0%	2.0%
9%	1.9%	1.8%	1.8%
8%	1.8%	1.6%	1.6%
7%	1.5%	1.4%	1.4%
6%	1.5%	1.2%	1.2%
5%	1.0%	1.0%	1.0%
4%	1.0%	0.8%	0.8%
3%	1.0%	0.6%	0.6%
2%	1.0%	0.5%	0.5%

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 1 to be executed by their duly authorized representatives as of the Amendment 1 Effective Date.

**THE COOPERATIVE COUNCIL OF GOVERNMENTS,
INC.**


By: *Scott A. Morgan*
Scott A. Morgan (Sep 14, 2022 14:53 EDT)

Printed Name: Scott A. Morgan

As: Board President

Date: Sep 14, 2022

SCIOTO SERVICES, LLC

DocuSigned by:
By: 
9F8E3BA01CEE46C...

Printed Name: Derek Pedlar

As: Corporate Vice President

Date: 9/14/2022

EQUALIS GROUP LLC

By: *Eric Merkle*

Printed Name: Eric Merkle

As: EVP, Procurement & Operations

Date: Sep 14, 2022

Agreement - Scioto Services and Equalis Group (Group Purchasing) - 2019.09.01 (Amendment 1) - FINAL_

Final Audit Report

2022-09-14

Created:	2022-09-14
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArpr0KoL476W7j_17AmDHuFI59xF7iwHy


"Agreement - Scioto Services and Equalis Group (Group Purchasing) - 2019.09.01 (Amendment 1) - FINAL_" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

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 Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2022-09-14 - 6:46:00 PM GMT - Time Source: server- IP address: 216.201.207.58

 Document emailed to smorgan@cuyahogalibrary.org for signature

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 Email viewed by smorgan@cuyahogalibrary.org

2022-09-14 - 6:52:55 PM GMT- IP address: 66.213.22.193

 Signer smorgan@cuyahogalibrary.org entered name at signing as Scott A. Morgan

2022-09-14 - 6:53:12 PM GMT- IP address: 66.213.22.193

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✔ Agreement completed.

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EXHIBIT "B"

MARSDEN SOUTH, L.L.C. QUOTE

Pricing Sheet

COMPANY NAME:				
A	B	C	D	
Item #	Description	Rate per Cleaning		Total Monthly Rate
1	City Hall - 201 Westward Drive	\$	X 5 cleanings =	\$ 1,878.24
2	Police Dept.- 201 Westward Drive	\$	X 5 cleanings =	\$ 2,603.39
3	Police Dispatch - 201 Westward Drive (East side of Bldg.)	\$	X 7 cleanings =	\$ 436.09
4	Community Policing Office- 277 Westward Drive	\$	X 5 cleanings =	\$ 462.95
5	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$	X 5 cleanings =	\$ 1,058.62
6	Recreation Dept. - 1401 Westward Drive	\$	X 6 cleanings =	\$ 3,225.25
7	Aquatic Facility (Rear of Parking lot) - 1401 Westward Drive	\$	X 6 cleanings =	\$ 1,951.48
8	Concession stand - 501 East Drive	\$	X 7 cleanings =	\$ 860.28
9	Concession stand- 750 Dove Avenue	\$	X 7 cleanings =	\$ 860.28
10	Senior Center- 101 Apache Street /343 Payne Drive	\$	X 6 cleanings =	\$ 4,046.38
TOTAL COST:				\$17,382.96
ADDITIONAL CLEANING OPTIONS AT CITY'S DISCRETION (Separate billable rates)				
11	Buffing/Waxing of floors with power spray buffing system			\$ 0.30 per sf
12	Deep carpet cleaning/stain removal with power spray system			\$ 0.30 per sf
13	Deep cleaning furniture with power spray system			\$ 5.00 per Chair
14	Window cleaning including 2nd floor windows			\$5.00 per pane per side \$8.00 per pane for 2nd floor exterior

Print Name: Shazard Ali Marsden South Print Title: Director of Business Development

Signature: *Shazard Ali*

State of: **Florida**

County of: **Miami-Dade**

Subscribed and sworn to before me this _____ day of _____ 2018.

Notary Public: _____

My Commission expires: