



# ATTACHMENT A: TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS

## RFP # COG-2122, FLEET MANAGEMENT SERVICES

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## Section 1. General Guidelines

### 1.1. Instructions for Completing Attachment A

**Attachment A** is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder’s Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: **Technical Proposal – Bidder Name.docx**.

For sections of **Attachment A** structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
This is a sample question. Do not provide a response.		

For sections of **Attachment A** structured like the example below, click on the “**Yes**” checkbox if your solution **fully provides** the defined requirement. Click on the “**No**” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	<b>Maintenance &amp; Service.</b> If yes, provide a description of the maintenance & service options included in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

### 1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder’s electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder’s name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to **Section 2.2.1**, the following electronic file name would be appropriate: **Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf**.

## Section 2. Bidder Overview & Qualifications

### 2.1. Company Information

2.1.1.	<b>Company Name &amp; Address.</b>	
Company Name:	Mercury Associates, Inc.	
Headquarters Street Address:	7361 Calhoun Place, Suite 640	
City, State & Zip Code:	Rockville, MD 20855	
Main Telephone Number:	301-519-0535	
Website:	www.mercury-assoc.com	
2.1.2.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
2002 – 19 Years as Mercury Associates, Inc. There have been no business name changes.		
2.1.3.	<b>Legal Structure.</b> Check the box next to the option that best describes the company’s legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Maryland, C-Corp, [REDACTED]
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

### 2.2. Financial Strength & Legal Considerations

2.2.1.	<b>Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. <i>Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</i>
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2.2.2.	<b>Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
N/A	
2.2.3.	<b>Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
N/A	
2.2.4.	<b>Mandatory Contract Performance Disclosure.</b> Pursuant to <b>RFP Section 3.13</b> , disclose whether the your company’s performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “ <b>formal claims</b> ” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder’s proposal. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.
N/A	
2.2.5.	<b>Mandatory Disclosure of Governmental Investigations.</b> Pursuant to <b>RFP Section 3.14</b> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company’s performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder’s proposal at Group’s sole discretion. Equalis Group

	will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.
N/A	

## 2.3. Industry Qualifications

2.3.1.	<b>Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?
Service Provider – Consulting and IT Services	
2.3.1.1.	<b>Authorization.</b> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
N/A	
2.3.2.	<b>Industry Experience.</b> How long has your company provided products and services outlined in your response to this RFP? What percentage of your company’s revenue in each of the last three (3) full calendar years was generated from these products and services?
Mercury Associates, Inc. was founded in February 2002 and has continuously provided services for over 19 years. All revenue (100%) has been generated from providing fleet management consulting and information technology services.	
2.3.3.	<b>Geographic Reach.</b> Describe your company’s service area in the United States and which areas you intend to offer services under a resulting contract if awarded.
Mercury offers and will provide our consulting services anywhere in the United States.	
2.3.4.	<b>Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
No certifications are required for providing fleet management consulting services; however, several staff members hold various certifications such as Certified Automotive Fleet Manager (NAFA), Certified Federal Fleet Manager, Certified Equipment Manager, and National Safety Council certified.	

## 2.4. Public Sector Focus

2.4.1.	<p><b>Public Sector Contract Vehicles.</b> What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products &amp; services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p>
<p>GSA MAS Contract, 06/30/2008, expires 06/29/2023, eligible for one more five year renewal – contract awards are typically in the range of \$1M to \$1.5M/year</p> <p>California Multiple Award Schedule (CMAS), issued 09/2010, expires 01/31/2022 – few awards over the years, recently awarded a project with OC Public Works for \$64,482 under this contract</p> <p>National Cooperative Purchase Alliance (NCPA), under TransPar Group (parent company), joined in April 2020, expires 08/31/21 with two 1 year renewal options – no sales to date, NCPA does not offer a specific category for fleet management</p>	
2.4.2.	<p><b>Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>
<p>[REDACTED]</p>	
2.4.3.	<p><b>Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>
<p>[REDACTED]</p>	
2.4.4.	<p><b>Public Sector Strategic Growth Plan.</b> Describe your company’s three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company’s total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company’s total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</i></p>
<p>While Mercury provides fleet management advisory services to many types of industries including construction, utilities, private companies, etc. our focus has always been and will continue to be government entities at the Federal, State, and Local levels. Over the last three years, approximately 50% to 65% of our revenue is generated from work conducted for government organizations. Our goal is to expand our service line offerings to include additional services such as on-site and remote fleet management support, data analytics, recruitment services, data system hosting and management, and contractor management support. We anticipate continued growth rate in the local government sector of 5-10% annually</p>	

over the next several years. This includes new business and customer retention through follow-on engagements and implementation services.

We have realized that the disruption caused by the global pandemic has led to new opportunities for Mercury as our clients have struggled with changing behaviors, rapid advancements in technology, and positioning themselves for the next disruption, whenever that might come. Because of our large pool of exceptionally qualified and experienced fleet professionals, we have been able to adapt to changing customer demands.

Additionally, with renewed interest in alternative fueled vehicles driven by the new administration’s push to move towards a greater reliance on electric vehicles (EV) and manufacturer’s commitment to providing additional EV options over the next few years, there has been a surge in interest in developing sustainable fleet renewal strategies and identifying impacts of incorporating EVs into their fleets. Our decades of experience with alternative fueled vehicles opportunities and challenges uniquely positions Mercury to continue to be a leader in this emerging growth market.

We will also benefit from the changes in higher education learning approaches initiated because of the pandemic with more remote and distance learning opportunities offered by colleges and universities and changes on campus to more virtual conferencing and less transportation requirements. We have already seen increased interest in our services in fleet rightsizing and motor pool management areas over the past few months to help them address these issues.

## 2.5. Customer References

2.5.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> <li>• Customer name and location;</li> <li>• Customer contact person and their title, telephone number, and email address;</li> <li>• A brief description of the products and services provided by your company;</li> <li>• Customer relationship starting and ending dates; and,</li> <li>• Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>
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Orange County, OC Public Works  
 Mr. Ron Vienna - Santa Ana, CA  
 714-667-4945  
 Ron.Vienna@ocpw.ocgov.com

OC Public Works has retained Mercury to conduct several fleet management consulting assignments since 2002. We are currently engaged with the County to develop space requirements for a new fleet maintenance facility. Previously, we conducted a fleet rightsizing and modernization plan for the approximately 2,000 light and medium-duty vehicles in the County’s fleet. The scope of this project included quantifying and comparing the total cost of ownership of this fleet under two alternative replacement scenarios – status quo replacement and modernization – to determine the net cost savings that would result from increasing replacement spending and reducing average vehicle age. The scope also included quantifying and comparing the costs of financing the recommended modernization plan under three alternative capital financing methods, outright cash purchase, lease-purchase, and a replacement reserve fund and charge-back system (the County currently uses a combination of a reserve fund and outright cash purchase financing). Previous projects we conducted for the County include a comprehensive fleet management best practices review in 2003, the development and implementation of a new operating cost charge-back rate model and rates for OC Fleet Services

(OCFS), which manages the entire County fleet of 3,000+ vehicles and pieces of equipment in 2004, and an assessment of the competitiveness of OCFS's repair parts management program in 2015.

Loudoun County, Department of General Services  
Mr. Andy Bollinger - Leesburg, VA  
571-283-3668  
Andy.Bollinger@loudoun.gov

Mercury conducted a comprehensive fleet management best practices and rightsizing study for Loudoun County, one of the nation's fastest growing counties located in the northwest suburbs of Washington, DC. The scope of the project included several major components: 1) the evaluation and development of recommendations for improving all aspects of the management and operation of the 2,500-unit fleet of Loudoun County Government (LCG) and Loudoun County Public Schools; 2) the determination of fleet management costs and the development of recommended charge-back rates for two separate fleet management organizations; 3) the development of a multi-year fleet replacement plan and the evaluation of alternative capital financing approaches such as a reserve fund, lease purchasing, and leasing; 4) a fleet rightsizing study; and 5) the evaluation of various cost reduction strategies for Loudoun County Transit's commuter bus fleet. Subsequent to the completion of these initial studies, the County awarded Mercury a four-year task order agreement to provide ad hoc fleet management consulting services. To date, these services have included annual fleet replacement plan and charge-back rate updates for the LCG and Loudoun County Transit (commuter bus) fleets; a CNG fleet fuel feasibility study; and a fleet maintenance and repair outsourcing feasibility study.

City and County of San Francisco, General Services Agency  
Mr. Tom Fung (retired)  
415-550-4650  
tom.fung@sfgov.org

Mercury conducted a comprehensive review of the management and operation of the County's fleet of more than 6,000 vehicles and pieces of equipment and a fleet rightsizing study. The objectives of the study were to identify ways to improve the efficiency and effectiveness of fleet management practices; to improve organizational structures and staffing levels; and to reduce the size and capital costs the fleet. The study encompassed all general fund agencies as well as three enterprise fund entities: San Francisco International Airport, the Port of San Francisco, and the San Francisco Municipal Transportation Agency. In 2016, the City engaged Mercury to assist it in developing a master plan for a new \$50 million central fleet maintenance facility, which opened last year.

City of Baltimore, General Services Department  
Mr. Bob Gibson  
410 396 5818  
Robert.Gibson@baltimorecity.gov

Mercury conducted a fleet management best practices study for the General Services Department's Fleet Management Division, which manages a city-wide fleet of 5,300 vehicles and pieces of equipment. The scope of the project also included developing new cost charge-back rates for distributing the costs of vehicle management, maintenance and repair, and fuelling services to user organizations; and the development of a long-term replacement plan for the fleet and the evaluation of alternative capital financing approaches such as leasing versus buying. The County subsequently awarded Mercury a contract for 12 implementation assistance projects, including a comprehensive fleet utilization and rightsizing study, a fleet leasing pilot project, and maintenance and fuelling facility consolidation and capital improvement planning projects. The first of these projects resulted in the establishment of a fleet rightsizing, renewal,



and capital financing plan, agreed to by the Department of Finance, which is projected to save almost \$200 million over the next 10 years.

Commonwealth of Massachusetts, Executive Office for Administration and Finance  
Mr. Alex Giannantonio - Boston, MA  
617-720-3171  
Alex.Giannantonio@massmail.state.ma.us

Mercury Associates performed a project for the Office of Vehicle Management (OVM), which manages a fleet of roughly 2,900 light-duty vehicles used by executive branch agencies, to develop and implement a new capital and operating cost charge-back rate model and rates. A lifecycle vehicle and activity-based fleet management cost model was developed for the purpose of calculating cost charge-back rates for distributing the costs of both OVM-owned vehicles that are leased to various state agencies and the costs of agency-owned vehicles for which OVM provides some or all key fleet management services. In 2018, OVM engaged Mercury to update the rate model and rates developed in 2015. The scope of the new project also included developing estimates of maintenance and repair costs for several classes of medium and heavy-duty trucks and construction equipment which various state agencies have expressed an interest in leasing from OVM.

City of Phoenix, Public Works Department  
Mr. Gregg Duckett  
602-261-8068  
gregg.duckett@phoenix.gov

Mercury was selected to conduct a fleet cost charge-back rate review for the City of Phoenix, whose Equipment Management Division manages and maintains a city-wide fleet of approximately 7,300 vehicles and pieces of equipment. Almost immediately after commencing the project, the County decided to expand the scope of services to encompass the development and implementation of a new rate model and rates, which was implemented in 2013. Mercury was engaged in 2015 to conduct follow-up training in the use of the rate model; and, in 2017, to conduct an electric vehicle feasibility study and a fleet modernization justification and alternative capital financing study.

University of Alabama  
Mr. Mario Globetti, Associate Director – Fleet Services  
205-348-4803  
mglobetti@fa.ua.edu

The University of Alabama engaged Mercury Associates, Inc. to perform a review and analysis of the University's fleet management operations, programs, and practices. The goal of this review was to determine the adequacy of resources, appropriateness of the current approach for fleet maintenance and repair activities, fleet utilization and utilization management, fleet replacement practices, and availability of suitable analytical information (and systems) for sound decision making. The resulting analysis, reports, recommendations, and action plans identified opportunities to improve current processes, determine appropriate staffing levels and reduce costs if possible.

Subsequent to the initial study, Mercury worked with the University to conduct a comprehensive fleet and motor pool rightsizing study which ultimately resulted in reduction in the number fleet assets for the University.

## Section 3. Products and Services

### 3.1. Products & Services

3.1.1.	<p><b>Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><b>IMPORTANT:</b> this description along with the products and services outlined in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>
<ul style="list-style-type: none"> <li>✓ Analysis and Development of Per Diem, Allowance, and Reimbursement Programs</li> <li>✓ Charge-Back System Review, Program Creation, and Rate Development</li> <li>✓ Conduct Field Problem Analysis and Recommend Corrective Action</li> <li>✓ Contractor Selection, Contract Negotiation, and Contractor Performance Reviews</li> <li>✓ Cost Analysis, Reduction, and Containment Studies</li> <li>✓ Dashboard Design and Implementation of Programmed Display of Performance Measures</li> <li>✓ Determination of Optimal Vehicle Replacement Cycles and Life Cycle Management</li> <li>✓ Development of Fleet Replacement Plans</li> <li>✓ Development of Requests for Proposals for Contractual Services</li> <li>✓ Development of Strategic Business Plans</li> <li>✓ Development of Specifications or Performance-based Work Statements and Task Estimates</li> <li>✓ Develop, Document and Support Maintenance Procedures and Technical Manuals</li> <li>✓ Driver, Traveler, Assignee and/or Transferee Survey Research</li> <li>✓ Evaluation of Lease versus Buy and other Capital Financing Strategies</li> <li>✓ Expansion and Consolidation Studies</li> <li>✓ Fit-gap Analysis of Enterprise Systems for Logistics and Fleet Management</li> <li>✓ Fleet Planning, Operation, and Maintenance</li> <li>✓ Internal Service Fund Audits and Replacement Funding Needs Assessment</li> <li>✓ Inventory/Asset Management and Operation</li> <li>✓ Logistics Business Process Re-engineering</li> <li>✓ Maintenance Facility Assessment, Network Consolidation Analysis, Facility Master Planning</li> <li>✓ Maintenance, Repair and Overhaul (MRO process management)</li> <li>✓ Market Research and Acquisition Planning</li> <li>✓ Operating-Unit Surveys</li> <li>✓ Outsourcing Feasibility Studies</li> <li>✓ Performance Reviews and Competitiveness Assessments</li> <li>✓ Policy and Standard Operating Procedure Development and Web-enabled Communication</li> <li>✓ POV Mileage Tracking, Breakeven Analyses, and Reimbursement Management</li> <li>✓ Process Reengineering &amp; Implementation</li> </ul>	

- ✓ Program and Management Consolidation and Organizational Restructuring Studies
- ✓ Program and Project Management
- ✓ Property Disposal Management
- ✓ Selection, Implementation and Hosting of Logistics and Fleet Management Information Systems

3.1.2. **Open Market Products.** Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.

N/A

3.1.3. **Customized Offering.** Describe how you are able to customize the program offering to Equalis Group Members.

Mercury Associates, Inc. is the largest dedicated fleet management consulting firm in North America providing independent, unbiased technical assistance and advice to government, non-profit, and corporate clients in the U.S and around the world.

Mercury is unique among consulting firms serving the fleet industry. We combine specialized fleet management expertise and resources, unparalleled industry experience, independence and objectivity, and a proven track record of performance that is unmatched by fleet leasing companies and generalist management consulting firms. Unlike general municipal consulting companies, Mercury’s sole focus is on fleet management. All of our staff spend 100 percent of their time helping clients improve their fleet operations.

Unlike fleet management companies, Mercury does not earn its revenue based on the amount of money that our clients spend. As a result, we are unbiased as to our client’s vendor and vehicle selection, the products they consume, or the services expended. On every project, we strive to help our clients reduce fleet costs and improve fleet performance.

3.1.4. **Differentiators.** Describe what differentiates your company’s products and services from your competitors.

Members of our professional staff have extensive, hands-on experience in fleet maintenance and repair, fleet shop operations, fleet program organization and staffing, fleet rightsizing and utilization management, fleet maintenance facility programming, fleet replacement planning, and fleet capital and operating cost charge-back rate development and reserve fund analysis and optimization. This experience is not just from conducting consulting studies, but from members of our staff having served as professional fleet managers in state and local government and a range of corporations with both simple and complex fleets.

At the heart of virtually all of our engagements are the use of data analytics to gain insight into the past performance, current pain points, and future needs of our clients’ fleet program. Whether it be as part of larger best practices assessment, or a one-off solution such as developing a strategic replacement and financing plan, Mercury marries insights gained from data analytics with the real-world experience of our subject matter experts to develop customized, actionable solutions that will reduce cost, improve service quality, or both.

Mercury has developed proprietary software applications to enhance and apply data-based analytics in the management of fleets. These applications include a fleet replacement planning, financing alternatives analysis, rate and budgeting tool; an optimal vehicle replacement cycle analysis tool; several fleet right-sizing tools including a vehicle allocation methodology tool, a zero-based asset requirements definition tool, and various use-case based fleet right-sizing tools such as motor pool, fixed-route services (e.g. sanitation, school transit, etc.) and law

enforcement; a site location analysis tool used for determining EV charging and other fuel station sites, maintenance and repair shop sites, or motor pool parking sites; EV/AFV feasibility assessment tool; alternative acquisition tools (e.g. rent vs own); an activity-based cost of service tool; and many others.

Our company’s experience and “bandwidth” compared to that of any other fleet management consulting company enables us to help our clients implement the recommendations we make. We take pride in our ability to assist our clients in following through on our recommendations precisely because many of the recommendations in consulting reports are never acted upon because they are impractical (no matter how sound in theory) and/or because the client does not have the time or expertise to act on them. This is a risk for any fleet management organization that devotes most of its time to meeting the day-to-day needs of fleet users.

### 3.2. Turnkey Capabilities

3.2.1.	<p><b>Turnkey Capabilities.</b> Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, fleet assessment, vehicle consultations &amp; recommendation, delivery, inspection, aftermarket customization, and maintenance.</p>
Please see services outlined in 3.1.1	

### 3.3. Other Services

3.3.1.	<p><b>Maintenance &amp; Service.</b> If yes, provide a description of the maintenance &amp; service options included in your proposal.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
N/A		
3.3.2.	<p><b>Inspections.</b> If yes, provide a description of the inspection services offered.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mercury can provide vehicle and equipment inspection services conducted by members of our staff who are experienced former fleet maintenance technicians with ASE Master Technician and OEM certifications.		
3.3.3.	<p><b>Risk Management and Physical Damage.</b> If yes, provide a description of the services included in your proposal.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Mercury Associates can help with Risk Management in a variety of ways including, but not limited to:</p> <ul style="list-style-type: none"> <li>✓ Defining and Refining Formal Fleet Policies &amp; Procedures</li> <li>✓ Crash Report Preparation</li> <li>✓ Crash Claims Management System Integration</li> <li>✓ Providing Driver Safety Programs</li> <li>✓ Motor Vehicle Record Management</li> <li>✓ Telematics Use and Driver Safety Scorecard Creation</li> </ul>		

✓ Providing Industry Benchmark Comparisons on Standard Practices & Crash KPI's for Regulated & Non-Regulated Fleets	
3.3.4.	<p><b>Upfitting or Aftermarket Products.</b> If yes, provide a description of the upfitting and customization services included in your proposal.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
N/A	
3.3.5.	<p><b>Other Services.</b> Provide a description of any other services included in your proposal that has not been addressed in this document.</p>
<p>Mercury is unique among fleet management consulting firms in that our information technology professionals are dedicated fleet technology experts that have deep experience both working in and/or evaluating fleet management organization business practices and in helping such organizations acquire, implement, and use information technology. This includes experience working with ERP solutions like SAP® and EAM solutions like Maximo®, fleet asset management solutions like AssetWorks' FleetFocus™ and Chevin Fleet Solutions' FleetWave™, fuel management solutions like EJ Ward™, telematics solutions such as Geotab® and Samsara, motor pool management solutions such as INVERS FleetControl, other fleet-specific applications such as Mitchell1 and AllData parts manuals and repair estimating tools, and well-known business intelligence tools such as MS PowerBI and Tableau.</p> <p>Our fleet technology team also has decades of experience with Cloud computing services, having operated Mercury's enterprise Cloud since 2002, hosting an array of third-party COTS solutions and proprietary data aggregation and analytics tools.</p> <p>It is this combination of fleet management and technology experience that enables us to offer an array of technology services not available from other fleet management consulting or fleet technology companies.</p>	

### 3.4. Additional Features

3.4.1.	<p><b>Value Add.</b> Describe any other features or capabilities relating to this RFP that would improve or enhance your company's proposal. Your response may include, but is not limited to, additional or complementary products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.</p>
Please see section 3.3 Other Services	

### 3.5. Additional Offerings

3.5.1.	<p><b>Other Capabilities.</b> Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <b>Attachment B – Cost Proposal</b> in accordance with the directions provide in <b>RFP Section 2.3 Cost Proposal &amp; Acceptable Pricing Formats.</b></p>
<p>As recognized experts in all facets of fleet management, Mercury consultants routinely are sought out to develop management training and professional certification programs, and objectively advise product and services providers on the suitability of their commercial offerings for the North American fleet market. Our professionals have developed and</p>	

conducted fleet management training presentations and workshops for more than 50 sponsoring organizations in more than 20 countries in North and South America, the Caribbean, Europe, the Middle East, Asia, and Australia. We have partnered with many prominent industry associations and media companies to develop and deliver fleet management best practices publications and training services over the years, including the American Public Works Association, Bobit Business Media, the NAFA Fleet Management Association, the National Conference of State Fleet Administrators, and the National Truck Equipment Association.

We often are asked if Mercury provides other fleet management services in addition to our extensive offerings of fleet management advisory, fleet technology implementation and support, and fleet management professional development services. The answer is Yes, including business development and market research, acquisition and investment due diligence, executive recruiting, expert witness, maintenance facility planning, and many other services.

### 3.6. Warranty

3.6.1.	<b>Warranty.</b> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal</u></b> .
N/A	

## Section 4. Business Operations

### 4.1. Logistics

4.1.1.	<b>Distribution Capabilities.</b> Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.
Mercury Associates’ consultants reside in various locations across the United States to support consulting engagements in any time zone. Our consultants regularly travel to client locations and are adept at handling project management activities both onsite and virtually for any locale.	
4.1.2.	<b>Distribution Centers.</b> Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.
N/A	
4.1.3.	<b>Supply Chain.</b> Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.
N/A	

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## 4.2. Customer Service

4.2.1.	<p><b>Customer Service Department.</b> Describe your company’s customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>
<p>As a consulting firm, Mercury does not have a specifically designated customer service department. Mercury’s Project Managers handle all customer service activities and issues along with the firm’s Business Manager for administrative and financial matters. Clients may contact the main office in Rockville, Maryland or the assigned Project Manager on their direct phone or email.</p>	
4.2.2.	<p><b>Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>
<p>All complaints and concern are first directed to the assigned Project Manager. If the issue is not resolved at this level, it can be escalated to the Project Executive and finally to the President of the firm.</p>	
4.2.3.	<p><b>Vehicle Returns.</b> Describe your vehicle return policy and procedures.</p>
<p>N/A</p>	

## 4.3. Order & Invoice Processing; Payment

4.3.1.	<p><b>Interest Rates.</b> Describe how a member’s interest rate is calculated.</p>
<p>N/A</p>	
4.3.1.1.	<p><b>Management Fee.</b> Does organization charge a management fee? If yes, provide more details. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><a href="#">Click here to provide additional commentary, if necessary.</a></p>	
4.3.2.	<p><b>Billing or Invoice Process.</b> Describe your company’s billing or invoicing process.</p>
<p>Our typical billing process is to provide clients with a monthly progress invoice based on the percent complete of contracted project tasks. Tasks and the corresponding fees are usually derived directly from the proposal. We usually issue invoices electronically in PDF format by email to the designated client contact or will submit online via a vendor portal or financial system.</p>	
4.3.3.	<p><b>Member Options.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve</p>

	as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.
Mercury Associates will serve as the primary point of contact for all consulting engagements.	
4.3.4.	<b>Lease Process.</b> Describe your company's leasing process.
N/A	
4.3.5.	<b>Payment.</b> What are your standard payment terms? What methods of payment do your company accept?
Typical payment terms are Net 30, however, these terms may be negotiable depending on the contracting entities requirements. We accept payment by ACH/EFT, check and credit card.	

#### 4.4. Members Contracting for Services

4.4.1.	<b>Customer Set Up.</b> Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?	
Contact our Director of Municipal Fleet Consulting, Tony Yankovich, or the Business Manager, Diane Thomas Please see Section 5.1.1 Key Contacts for contact information.		
4.4.2.	<b>Customer Agreements.</b> Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mercury can provide our Standard Professional Consulting Services Agreement in situations where it is needed. Client provided contracts are reviewed by our legal council. Legal review of contracts is typically completed and responses provided to the client within one week.		

#### 4.5. Sustainability, Reclamation, and Recycling Initiatives

4.5.1.	<b>Sustainable Company Initiatives.</b> Describe the ways in which your company is addressing the issue of sustainability.	
Mercury Associates is committed to establishing, promoting, maintaining and improving a culture of sustainability and environmental responsibility by our staff and our suppliers as well as our clients. Our firm's objective is to follow and promote sustainable practices, and to reduce the environmental impact of our activities and the products and services we provide. As a small business entity, we have put the following principles into practice.		



- We leverage electronic communications (e.g., email, voice-over-IP phones, SMS) and collaboration tools (e.g., SharePoint portals and file exchange, JoinMe collaboration software, Skype video conference, etc.) to avoid using paper products, unnecessary physical travel, and shipping services.
- Mercury staff are encouraged to use car pools, car sharing services, and public transportation as part of physical travel to client sites. Staff are also encouraged, when possible, to schedule travel to accommodate visits to multiple clients and consequently reduce total travel requirements.
- Mercury supports alternative working arrangements that allows more than half our professional staff to work from home, which eliminates the carbon footprint of office space and commuting.
- Mercury offices incorporate recycling programs for paper, cardboard, metal, and plastic materials. Computer hardware (green board waste) and batteries are disposed of through OEM and certified recycling firms.
- Mercury offices are encouraged to purchase renewable electricity from suppliers, as available through office lessors and electric companies.
- Computing hardware and other electronics are purchased with UEFI bios settings and Energy Star compliant configurations when possible.
- Mercury minimizes the use of paper products and other office consumables. Staff also are encouraged to purchase and use supplies made of the highest content of recyclable materials, fair-trade, and organic products when possible.

## Section 5. Go-To-Market Strategy

### 5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	<b>Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.
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#### **Primary RFP/Sales Contact**

**Tony Yankovich, Director of Municipal Fleet Consulting**  
**913-568-5837 or 301-615-3123**  
**tyankovich@mercury-assoc.com**

Tony Yankovich serves as the Director of Municipal Government Fleet Consulting for Mercury Associates and has over 30 years of experience as a management analyst and consultant in the fleet management and public works areas. Tony specializes in serving state and local governments, universities and private companies in the provision of fleet management consulting services. His particular areas of expertise include program evaluation; productivity and competitiveness assessments; fleet replacement planning and financing; maintenance facilities reviews, facilities space needs assessments and master planning, and customer service. He has authored a number of fleet related publications and has presented at many fleet conferences. The last four years he has taught day long classes on “Fleet Management 101” offered at the annual NTEA conference.

Before beginning his consulting career, he worked for the Unified Government of Wyandotte City and Kansas City, KS where he held several management positions in the Public Works, Operations Services, and City Clerk departments. Tony

was the fleet asset manager for the City's fleet of 1,200 units. He holds a Bachelor's Degree in Sociology from the University of Kansas.

**Account/Contract Manager**

**Diane Thomas, Business Manager**

**301-615-3111**

**dthomas@mercury-assoc.com**

Diane Thomas serves as the Business Manager for Mercury Associates where she handles the day-to-day financial and administrative operations of the firm as well as client administration in regard to contracts, business insurance, tax registrations and reporting, vendor registration, invoicing, remittance information, and accounts receivable. Prior to joining Mercury, Diane was an administrative manager at Councilor, Buchanan, & Mitchell, PC, CPAs. She holds a Bachelor of Arts in Interdisciplinary Studies with concentrations in Business, Accounting, and Economics from the University of North Carolina at Chapel Hill.

**Alternate RFP/Sales Contact**

**Marc Canton, Senior Manager**

**917-939-0205 or 301-615-3121**

**mcanton@mercury-assoc.com**

Marc Canton is a Senior Manager with Mercury Associates. He has 22 years of experience in transportation and fleet management. Prior to joining Mercury in 2017, he was transportation director for Fordham University, a position he held for 12 years. His experience includes technology and software implementation, the development of driver/staff training modules and curricula, fleet management policy, vendor management, strategic planning, and process reengineering. At Mercury, Marc directs our Data Analytics Team and also directs or participates in fleet management practices reviews, fleet rightsizing studies, and other fleet management process improvement projects. He is a National Safety Council certified defensive driving instructor, and holds an MBA in Market Management and post-MBA certificates in Advanced Analytics and Executive Leadership from Fordham University.

**Alternate RFP/Sales Contact – IT Services**

**Ralph Filicko, Senior Manager**

**757-869-0743 or 301-615-3119**

**rfilicko@mercury-assoc.com**

Ralph Filicko is a Senior Manager with Mercury who specializes in the evaluation, development, implementation, and administration of fleet management information technology, including asset management, motor pool management, fuel management, and telematics solutions. He has worked with many of the best-known commercial off-the-shelf (COTS) ERP, EAM, and fleet-specific applications on the market today. He also oversees Mercury's private cloud-based fleet management application hosting services, which have been utilized by such prominent organizations as Cox Enterprises, Enterprise Rent-a-Car, General Motors, Primoris Services Corporation, and State Farm and dozens of other companies, cities, and counties since 2003.

Prior to joining Mercury, Ralph was a senior project manager and implementation specialist for CCG Systems, Inc., providers of the FASTER fleet management information system, where he performed system implementation projects for more than 35 clients. During his 20-year US Army career, Ralph managed service and support operations for military base trade schools and field operations. He holds an associate's degree in Accounting from Thomas Nelson Community College (Hampton, VA).

5.1.2.	<b>Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.
<p>Senior level consulting staff handle all sales activities form Mercury Associates. Consultants will be made familiar with the Equalis Group cooperative purchasing program and can advise clients who reach out directly of the contracting opportunity the coop provides as an alternative to the traditional RFP process.</p>	

## 5.2. Contract Implementation Strategy & Expectations

5.2.1.	<b>Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.
<p>Mercury would utilize this cooperative services agreement to pursue engagements with local government entities and educational institutions throughout the United States. As many of us were former public sector fleet professionals, we understand the time, effort, and challenges associated with targeting professional services firms for consulting work using traditional procurement approaches. The Equalis Group Purchasing Agreement affords organizations the opportunity to select a qualified vendor without spending the time and effort required to develop Request for Proposals (RFP), Requests for Information (RFI), and Requests for Qualifications (RFQ) and go through the lengthy competitive bidding, evaluation, and award processes.</p> <p>Mercury is unquestionably recognized as the premier provider of fleet management consulting services in North America. Our brand is synonymous with the highest quality work and innovative customer solutions and this partnership with the Equalis Group will only further this reputation for both parties. We are committed to maintaining and increasing brand awareness year after year to retain our place as the number one provider of fleet management consulting services in the country.</p> <p>We would actively market our services that are available through this cooperative agreement by presenting the information on our website which is always one of the top search results on Google for fleet management consultants. As we continually update our website to generate more traffic, we anticipate additional opportunities to be generated directly through this avenue. Using our position as the leading fleet management consulting firm, we are able to keep current on emerging trends in the industry and adjust our focus to meet ever changing demands in transportation and fleet management. Our ability to swiftly adapt to the needs of our clients, as well as external factors, gives us the competitive advantage that our competitors lack.</p> <p>We have also continued to increase our presence on social media outlets and through affiliations with industry associations though web presentations, conference attendance and presentations, digital print publications, and other channels.</p> <p>And finally, we are poised to create a dedicated sales and business development executive position that will focus on business creation and customer satisfaction. This cooperative bidding agreement will be an important tool that will be used to attract new business.</p>	
5.2.2.	<b>Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Sales incentives are provided equally to Mercury staff regardless of the source of the lead including cooperative purchasing programs.	
5.2.3.	<b>Revenue Objectives.</b> What are your sales revenue objectives in each of the five (5) years if awarded this contract?
As indicated in section 2.4.4. Public Sector Strategic Growth Plan, our goal is to grow our the local government sales at a rate of 5% to 10% annually over the next several years. This includes new business and customer retention through follow-on engagements and implementation services. We anticipate inclusion as a supplier in the Equalis Group/CCOG cooperative purchasing program will aid this growth.	

## Section 6. Administrative Requirements

### 6.1. Admin Fee & Reporting

6.1.1.	<p><b>Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <b><u>Attachment D – Model Administration Agreement</u></b>.</p> <p><b>NOTE:</b> Equalis Group recognizes that portions of the Bidder’s product and service offering may not align with a percentage of revenue approach when calculating the Administrative Fee. Bidder’s may suggest alternative Administrative Fee structures for each type of product, services, or solutions category being offered which includes, but is not limited to, a per unit fee.</p>	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
Click here to provide additional commentary, if necessary.		
6.1.2.	<p><b>Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
We appreciate the opportunity to submit this proposal and look forward to offering our fleet management consulting and IT services to Equali Group members.		

## ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

**Purpose of this Attachment C:** CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“**Master Agreement**”) with the winning supplier (“**Winning Supplier**”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

**Instructions:** provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in **blue ink**, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**Bidders must provide all the information outlined below.**

<b>1. Equalis Group RFP Name:</b> COG-2122 – Fleet Management Services	
<b>2. Bidder Name:</b>  <u>Mercury Associates, Inc.</u> <i>(legal name of the entity responding to RFP)</i>	<b>3. Bidder Federal Tax ID # or Social Security #:</b>  <u>03-0399429</u>
<b>4. Bidder Corporate Address:</b>  7361 Calhoun Place Suite 640 Rockville, MD 20855	<b>5. Bidder Remittance Address</b> <i>(or "same" if same as Item #5):</i>  PO Box 95255 c/o BMO Harris Bank Chicago, IL 60694-5255

**6. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:**

**Bidder Representative:** Tony Yankovich  
**Representative's Title:** Director of Municipal Fleet Consulting  
**Address 1:** 7361 Calhoun Place  
**Address 2:** Suite 640  
**City, State Zip:** Rockville, MD 20855  
**Phone #:** 913-568-5837  
**Fax #:** 240-238-8816  
**E-Mail Address:** tyankovich@mercury-assoc.com

**7. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):**

**Bidder Representative:** Paul T. Lauria  
**Representative's Title:** President  
**Address 1:** 7361 Calhoun Place  
**Address 2:** Suite 640  
**City, State Zip:** Rockville, MD 20855  
**Phone #:** 301-615-3110  
**Fax #:** 240-238-8816  
**E-Mail Address:** [plauria@mercury-assoc.com](mailto:plauria@mercury-assoc.com)

8. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes  No

If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

9. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.

I, Paul T. Lancia (insert signature of representative shown in Item #7 above), hereby certify and affirm that Mercury Associates, Inc. (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Paul T. Lancia (insert signature of representative shown in Item #7 above), hereby certify and affirm that Mercury Associates, Inc. (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

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

AND

I, Paul T. Lancia (insert signature of representative shown in Item #7 above) hereby certify and affirm that Mercury Associates, Inc. (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Paul T. Lancia (insert signature of representative shown in Item #7 above) hereby certify and affirm that Mercury Associates, Inc. (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

**10. Supplemental Bidder Contract and Equal Employment Opportunity Information:**

A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>23</u>	<u>1</u>
% of those who are Women:	<u>35%</u>	<u>0%</u>
% of those who are Minorities:	<u>1%</u>	<u>0%</u>

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- NO -or-  
 YES, but for less than 50% of the work -or-  
 YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: Name  
 Street Address 1: Street Address 1  
 Street Address 2: Street Address 2  
 City, State Zip: City, State Zip  
 Work to be Performed: Description of Work

Estimated percentage of total proposal to be performed by subcontractors: 0 %  
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).  
 Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

11. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract,  Bidder will not (or)  Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

12. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract,  Bidder will not (or)  Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for



consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

13. I Paul L. Lami, (insert *signature* of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of Mercury Associates, Inc. (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

#### 14. Additional Documents:

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

##### 14.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

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

Paul L. Lami

Signature of Bidder representative

##### 14.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with

a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Paul T. Lewis

Signature of Bidder representative

### 14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 14.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? PTL

(Initials of Authorized Representative)

#### 14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a

purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

#### **14.3.3. Equal Employment Opportunity**

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

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

#### **14.3.4. Davis-Bacon Act**

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

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

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

Does Supplier Partner agree? PTL

(Initials of Authorized Representative)

#### **14.3.5. Contract Work Hours and Safety Standards Act**

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

Does Supplier Partner agree? PTL

(Initials of Authorized Representative)

#### **14.3.6. Right to Inventions Made Under a Contract or Agreement**

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

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

Does Supplier Partner agree? PTL

(Initials of Authorized Representative)

#### **14.3.7. Clean Air Act and Federal Water Pollution Control Act**

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

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

Does Supplier Partner agree? PTL

(Initials of Authorized Representative)

#### **14.3.8. Debarment and Suspension**

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

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

#### **14.3.9. Byrd Anti-Lobbying Amendment**

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

#### **14.3.10. Procurement of Recovered Materials**

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

#### **14.3.11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When

required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

**14.3.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

**14.3.13. General Compliance and Cooperation with Members**

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

**14.3.14. Applicability to Subcontractors**

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

Does Supplier Partner agree? PTL  
(Initials of Authorized Representative)

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

Mercury Associates, Inc.

Bidder Name

Paul Tauria

Signature of Authorized Company Official

Paul T. Lauria

Printed Name

President

Title

06/23/2021

Date

### 15. Required Documents for Supplier Partners Intending to Do Business in New Jersey

#### 15.1. Ownership Disclosure Form

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

**Bidder Name:** Mercury Associates, Inc.

**Street Address:** 7361 Calhoun Place, Suite 640

**City, State Zip:** Rockville, MD 20855

**Complete as appropriate:**

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

**OR:**

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

**OR:**

I **Paul T. Lauria**, an authorized representative of **Mercury Associates, Inc.**, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

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

NAME	ADDRESS	% INTEREST
Trans Par Group, Inc.	880 Island Park Drive, Suite 300 Daniel Island, SC 29492	100
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

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

*Paul T. Lauria*

President

06/23/2021

Authorized Signature and Title

Date

**15.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)**

Bidder Name: Mercury Associates, Inc.  
 Street Address: 7361 Calhoun Place, Suite 640  
 City, State Zip: Rockville, MD 20855

State of New Jersey

County of Customer County

I, Paul T. Lauria of the Rockville, MD in the County of Montgomery, State of Maryland, of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of Mercury Associates, Inc., the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.



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

Mercury Associates, Inc.

Paul Thomas

Authorized Signature

President

Subscribed and sworn before me

this 23<sup>rd</sup> day of June, 20 21

Diane M. Thomas

Notary Public of ~~New Jersey~~ Maryland

My commission expires

June 9, 2025

**DIANE MARIE THOMAS**  
**NOTARY PUBLIC**  
**FREDERICK COUNTY**  
**MARYLAND**  
My Commission Expires **06-09-2025**

SEAL

**15.3. Affirmative Action Affidavit**

**(P.L. 1975, C.127)**

**Bidder Name:** Mercury Associates, Inc.  
**Street Address:** 7361 Calhoun Place, Suite 640  
**City, State Zip:** Rockville, MD 20855

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Supplier Partners must submit with proposal:**

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

**Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:**

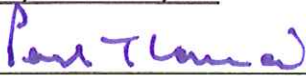
Check One –

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

Approved Federal or New Jersey Plan – certificate enclosed

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

Mercury Associates, Inc.



\_\_\_\_\_  
Authorized Signature

President

06/23/2021

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS**

During the performance of this contract, the Supplier Partner agrees as follows:

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

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

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be

provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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Signature of Procurement Agent

#### 15.4. Political Contribution Disclosure Form

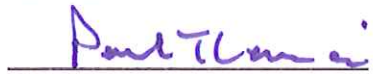
##### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional

**Part I – Supplier Partner Information**

Bidder Name:	Mercury Associates, Inc.		
Address:	7361 Calhoun Place, Suite 640		
City:	Rockville	State:	MD
		Zip:	20855

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



Authorized Signature

Paul T. Lauria

President

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

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

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

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

**15.5. Stockholder Disclosure Form**

**Name of Business:**

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

OR

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

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: Trans Par Group, Inc.	Name: Stockholder Name
Home Address: 880 Island Park Drive, Suite 300 Daniel Island, SC 29492	Home Address: Home Address

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

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

Subscribed and sworn before me this <u>23<sup>rd</sup></u> day of <u>June</u> , 20 <u>21</u>	<u>Paul T. Lauria</u> (Affiant)
(Notary Public) <u>Diane M. Thomas</u>	Paul T. Lauria - President (Print name & title of affiant)
My Commission expires: <u>June 9, 2025</u>	(Corporate Seal)

**16. Required Documents for Supplier Partners Intending to Do Business in Arizona**

**16.1. Arizona Supplier Partner Requirements**

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

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

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

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

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

**AZ Non-Compliance.** All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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

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

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

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

A handwritten signature in blue ink, appearing to read "Paul Thomas", is written over a horizontal line.

Signature of Authorized Representative

06/23/2021