



MASTER COOPERATIVE PURCHASING AGREEMENT

with Federal Contracts Corporation

Contract #:

COG-2149B

Section Three: General Terms and Conditions of Master Agreement

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

1. RECITALS

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

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

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

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

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

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

G. CCOG issued this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

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

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

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

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

2.3. Pricing

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

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

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

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

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

2.5. Formation of Contract

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

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

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

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

e. Order of Precedence.

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

2.6. Confidentiality.

a. Obligation. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-

confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

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

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

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

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

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

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

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

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

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

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

i. If to **CCOG**:

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

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

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

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

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

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

2.18. Nondiscrimination & Intimidation.

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

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

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

Federal Contracts Corp Technical Proposal for JLG

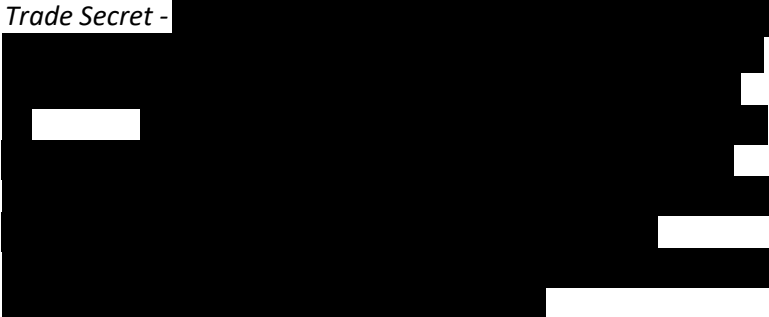
PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Federal Contracts Corp.	
1.1.2. Corporate Street Address:	12918 N. Nebraska Avenue, Tampa, FL 33612-4446	
1.1.3. Website:	Federal Contracts Corp – National Reach, Personal Touch!	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Federal Contracts Corp was formed in 2003. There have been no name changes since its founding.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Russell (Rusty) Pugh
	Title:	Executive Vice-President
	Phone:	813.631.0000
	E-Mail Address:	rusty@federalcontractscorp.com
1.1.6. Authorized Representative. 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 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Linda Rose Danial; Steve Ricke
	Title:	Operations Manager; President
	Phone:	813.631.0000
	E-Mail Address:	lindarose@federalcontractscorp.com; steve@federalcontractscorp.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, respondents may mark the information as a “Trade Secret” and the response	Trade Secret - 
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will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	There has been no bankruptcy or insolvency to report.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	There has been no litigation in the past three years.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Federal Contracts Corp is a nationwide distributor for JLG products.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Federal Contracts Corp certifies that it is authorized to represent JLG to Equalis members. An authorization letter has been included in our submission documents.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Federal Contracts Corp will serve as the single point of sale and contact.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network and how it operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Federal Contracts Corp responded to 1.3.1, company identification, as a distributor.

<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Federal Contracts Corp has been a distributor for JLG products for 6 years. Currently, FCC is the only GSA contract holder for JLG. Several years ago, JLG eliminated their participation with their GSA contract and named FCC as their sole GSA contract holder. The last three years sales of JLG products to the government generated approximately 10% of FCC revenue. JLG was founded in 1969 and is a pioneer in many of the products it manufactures.</p>
<p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Federal Contracts Corp distributes JLG products nationally (CONUS), and to Alaska and Hawaii. These products will be FOB Origin. Federal Contracts Corp will serve all Equalis members in this area except for New Jersey.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>Federal Contracts Corp currently holds three certifications. FCC is a self-certified Small Business. FCC is an SDVOSB. Lastly, FCC is a HUBZone business. Confirmation of these certifications has been included in this proposal (self-certified as a small business based on verified head count and primary NAICS designation as is allowed). There are no specific certificates or licenses that JLG is required to hold.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>FCC holds Sourcewell, CMAS (California Multiple Award Schedule), State of Florida, and Florida Sheriffs Association contracts. Revenue from cooperative and state contracts is approximately \$2 million per year the last three years.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Federal Contracts Corp has a long history serving federal and military agencies. Traditionally, the majority of revenue is derived from these government verticals. FCC is reaching a point of saturation in these verticals and sees education as an untapped market for our company. FCC was foundational in bringing heavy machinery into another well-known national cooperative organization. While FCC's total revenue currently into this vertical is less than one percent, we see this area as one of great potential and positive growth in the coming years.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your</p>	<p>Approximately \$2 million dollars per year. This represents approximately 2 percent of revenue.</p>

<p>company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<ol style="list-style-type: none"> 1. Florida Forest Service, Earl Seagroves, Operations and Management Consultant Manager, Forest Logistics and Support Bureau, Florida Department of Agriculture and Consumer Services, 850.681.5857, Marvin.Seagroves@FDACS.gov. Address: The Conner Building, 3125 Conner Boulevard, Suite K-120, Tallahassee, FL, 32399. Description of products supplied – FCC has supplied heavy construction equipment to this agency since 2017 for approximately \$1.5 million. Relationship is six years old. 2. Hillsborough County, Cory Gautier, Property Control Specialist Fleet Management, 813.307.1810, gautierc@hillsboroughcounty.org. Address: 410 S 78th Street, Tampa, FL 33619. Description of products supplied – Hillsborough County has purchased over 100 trailers for medium to heavy duty construction equipment. In addition, FCC has supplied a wide variety of medium to heavy duty construction equipment on both the Florida Sheriffs contract and state of Florida contract. Relationship is eleven years old. 3. Orange County Convention Center, Gary Chee, Assistant Project Manager/Capital planning, Orange County Convention Center, 407.685.7109, Gary.Chee@occc.net. Address: 9800 International Dr, Orlando, FL 32819. Description of products supplied – Multiple JLG E450AJ electric articulating boom lifts and multiple JLG 600AJ boom lifts. Relationship is two years old. 4. City of Lake Wells, Bev Pennington, Division Manager, Public Services, City of Lake Wells, 863.678.4154, bpennington@lakewalesfl.gov. Address: 201 W Central Ave, lake Wells, FL 33853. Description of products supplied – Wide variety of medium duty and heavy-duty construction equipment. Relationship is 4 years old. 5. Milwaukee County, Reilly Grava, Sr. Asset Management Analyst, Milwaukee County Department of Transportation, 414.257, 6578, Reilly.Grava@milwaukeecountywi.gov. Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226. Description of products supplied – Multiple JLG boom lifts that being proposed for this contract. Value is approximately \$500,000. Relationship is two years old
<h2>2. <u>Products & Services</u></h2>	
<h3>2.1. PRODUCTS & SERVICES</h3>	

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>	<p>The products in this proposal are provided by JLG. JLG has the most extensive line of aerial platforms and rough terrain telehandlers in the world. This proposal will include aerial work platforms, vertical mast aerial devices, scissor lifts for firm, fixed services as well as off-road rough terrain scissor lifts. Boom lifts of all types whether crawler, towable, telescopic, and articulating boom lifts. These aerial devices come in a wide selection of electric, gas, diesel, hydro/electric, and hybrid power. These aerial devices can lift personnel up to 185 feet in the air. These aerial devices are not only designed to take personnel safely to height, but these lifts are also elevated workstations. JLG offers the most extensive array of options available on mobile elevated devices. These workstations offer welding, electric power for using power tools, attachments to handle sheet glass, pipe racks, material racks, drywall panels, airlines to power industrial air-powered power tools. Any option or attachment that the marketplace has deemed useful, JLG offers a solution. There are additionally rough terrain telehandlers. JLG offers small compact telehandlers for tight spaces and large loads. These handlers are designed for urban areas with restrictive work areas. JLG also has larger telehandlers for less confined spaces with larger capacity requirements. In fact, the JLG family of telehandlers can reach up to 97 feet and some lift at maximum capacity just over 13 tons (26,200lbs).</p>
<p>2.1.2. Repair & Maintenance. Are repair and maintenance services included in your proposal. If yes, please describe.</p>	<p>Repair and maintenance services are not being proposed.</p>
<p>2.1.3. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>JLG products fall squarely in the middle of the products requested for this proposal. There are no JLG products available that fall outside the scope of work for this RFP.</p>
<p>2.1.4. Warranty. Describe notable features and/or characteristics of your organization’s equipment warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must be included in Attachment B – Cost Proposal.</p> <p>Provide a copy or link to the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this RFP.</p>	<p>The products in this proposal have a full coverage warranty for one year and covers all specified major structural components for five years. A copy of the detailed warranty coverage has been included in this proposal.</p>
<p>2.1.5. Training. Describe any training made available to agencies who purchase equipment.</p>	<p>If FCC is awarded a contract, operator training and repair maintenance training can be quoted as an open market item.</p>

3. Business Operations

3.1.1. Logistics

3.1.2. **Distribution & Shipping Capabilities.**

Describe how your organization plans to distribute the products/services within your geographic reach.

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

JLG products in the United States are distributed from 6 different facilities (4 in Pennsylvania, 1 in Tennessee, and 1 in Texas). JLG products are distributed from these facilities in the US, and shipping is arranged with third party carriers to either final destinations, or a distribution point near the final location, with local delivery taking place in a way that best serves the customer. Expedited order requests are handled on a case-by-case basis. Customers can contact Federal Contracts Corp to determine if an order can be expedited or to learn if there is any inventory available that is similar to a standing order.

3.2. Customer Service

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

Federal Contracts Corp will have two full-time dedicated staff to be available during normal business hours to assist with quotations and sales-related questions. Normal business hours will be Monday through Friday 8am to 5pm Eastern Standard Time. These staff members can coordinate with Equalis members to assist with after-sales questions. Their role will include helping, as needed, locate service which will most likely be provided by the Caterpillar dealer network.

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

3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.


Federal Contracts Corp will first determine if the agency requesting information is an Equalis member. If the agency is an Equalis member, FCC will proceed. If the agency in question is not an Equalis member, FCC will assist the agency in becoming an Equalis member. FCC, as an aerial product and JLG expert, will help the agency understand the best specifications to address their real needs. FCC will ensure the agency has the approved and current pricing. FCC will then provide a real-time quote for transportation charges and any fees related to training or pre-delivery inspections. Equalis members can request any open market items that would serve their need. FCC will provide an "all-in" price for these open market items with a discount from list price that matches the model for JLG products. A final "all-in" quote will be provided to the Equalis member identifying all proposed charges and fees. Should the Equalis member choose to move forward, they would issue a purchase order to Federal Contracts Corp. Federal Contracts Corp will then place an order for the machine. When the machine is ready for shipment, FCC will coordinate with JLG and the Equalis member to coordinate

	final delivery. Once the machine has been delivered and received by the Equalis member, Federal Contracts Corp will log the sale providing all the required information for the monthly documentation. FCC will invoice the Equalis member. Terms of sale are Net 30 days. Acceptable methods of payment are check or Automated Clearing House.
3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	Financing is not being offered by FCC in this proposal.
3.4. Sustainability, Reclamation, and Recycling Initiatives	
3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.	Federal Contracts Corp agrees to do business in an ethical and responsible manner concerning sustainable initiatives. Federal Contracts Corp is offering JLG products on this contract and JLG is owned by Oshkosh Corp. Oshkosh has made deep investments in sustainability. Oshkosh Corporation and JLG has volunteered to be part of the Department of Energy (DOE) Better Plants Program beginning in FY14. Energy reduction goal of 25% was surpassed with a FY21 year end result of 30.2% reduction. The greenhouse gas reduction goal of 25% was surpassed with a FY21 year-end achievement of 37.2% reduction. There have been multiple capital improvement projects to upgrade facilities, processes, photovoltaic solar systems, lighting, compressors, paint systems, etc. These investments have greatly reduced greenhouse gas, volatile organic compounds, and Hazardous Air Pollutants. These are just some of the notables for JLG/Oshkosh's global commitment to sustainability. A full sustainability report has been included in the documents submitted in this proposal.
4. <u>PRICING</u>	
4.1. Cost Proposal	
4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	Federal Contracts Corp will use a simple discount from manufacturers published list price, pricing model. The discount from list price will be codified in an awarded contract. This discount would remain constant for the life of the contract. The manufacturer's MSRP pricelist will be available, via request by Equalis member, for the life of the contract.
4.1.2. <i>Auditable.</i> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	Agencies and/or CCOG can easily verify pricing at any time by requesting the MSRP price list and Attachment B, Column K which will be the Final Price inclusive of pricing dictated in this section.

<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>The pricing offered is the best and last pricing available. We will not force Equalis members to buy in quantity to receive our best pricing. Best available pricing is achieved by purchasing only one unit. There are no quantity or volume discounts nor rebate programs..</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>All items are determined to be FOB Origin. Cost of shipping will need to be calculated at the time of Equalis member request for information. Due to the varied nature of the JLG products, and due to the varied geographic area being serviced, a preset amount for shipping is not feasible, cost efficient, or logical. A 30ft boom lift with no options versus a 185ft boom lift with many options being delivered to Miami versus Seattle can vary tens of thousands of dollars. Additionally, shipping a freight truck 100 miles in the Great Plains states versus shipping a freight truck 100 miles through New York City to Philadelphia present vastly different cost structures. A preset shipping cost would need to be artificially high to protect against potentially catastrophically negative costs. Curating shipping costs in real-time for the actual unit being requested to a specific location is the most accurate and cost-effective way to calculate the exact costs associated with delivery to the final location. Once shipping has been quoted to an Equalis member and a purchase order has been accepted, shipping will remain firm and fixed.</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>Request for open market "sourced" items can be added to quotes at Equalis members requests. The pricing model for these items will discount from list price. Acceptance of the quoted sourced non-standard items is at the discretion of Equalis members.</p>
<p>4.1.7. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with</p>	<p>In some instances, there may be additional costs beyond just the product and delivery. Some products may require installation, set up, training or inspections. Costs for these services can vary</p>

<p>your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>greatly across geographic regions. For example, one hour of service training labor can vary greatly from New England to the Southeast. Any and all charges will be provided on a quote to Equalis members prior to any order. Equalis members will have the ability to identify a final and delivered price for any and all JLG products offered in this proposal. Once a purchase order has been accepted, all pricing will be firm and fixed for all costs associated with an acquisition and will be fully disclosed prior to any purchase order being accepted by Federal Contracts Corp.</p>
<h2>5. <u>GO-TO-MARKET STRATEGY</u></h2>	
<h3>5.1. Bidder Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> Executive Contact Contract Manager Sales Leader Reporting Contact Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> Executive contact – Russell (Rusty) Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com Contract manager – Linda Rose Danial, Operations Manager. 813-631-0000, lindarose@federalcontractscorp.com Sales Leader - Pete Pierson – 813.631.0000, pete@federalcontractscorp.com Reporting Manager – Linda Rose Danial – 813.631.0000, lindarose@federalcontractscorp.com Marketing Manager – Rusty Pugh – 813.631.0000, rusty@federalcontractscorp.com <p>The primary contact will be the sales leader, Pete Pierson.</p> <p>LinkedIn profiles are linked below in lieu of resumes.</p> <p>Rusty (Russell) Pugh LinkedIn Pete Pierson LinkedIn Linda Rose Danial LinkedIn</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Federal Contracts Corp has an eight-person sales staff. This team attends trade shows and conducts site visits for product demonstrations. We are dedicated to marketing and delivering our solutions to Equalis members and potential Equalis members. FCC is supported by the JLG sales organization as we currently work hand in hand for federal and military sales. JLG District Sales Managers and District Service Managers are organized into five geographic regions that cover all of the US and Canada. The sales and service activities in each region are directed by a Regional Vice President based in the region. The sales managers (approximately 24) and service managers (approximately 26) are JLG employees and are based in their geographic region of responsibility. These individuals work very closely with JLG’s network of distributors (sales and</p>

	service) and independent service providers to ensure the highest level of customer service for the end users of our products. They provide training, technical expertise, and resource advice to JLG's sales partners and service providers in their region.
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	FCC and JLG expect to serve Equalis members with the finest aerial and lifting solutions available in the marketplace. Equalis will be our first and best solution for cooperative purchasing. FCC and JLG will jointly be responsible for setting goals and objectives and delivering on these. We will plan trade shows and work schedules together to serve Equalis members. FCC does not expect Equalis to carry the load solely for marketing our contract. FCC is committed to meeting expectations for a successful representation of our contract with regard to bringing new members to Equalis and serving members completely and ethically.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	<p>Federal Contracts Corp has submitted a comprehensive Five-Year Sales Vision and Strategy Document as a supplement to this response here in 5.2.2. Our three- to five-year sales objective for local government, K-12 and higher education agencies incorporate our vision to be a market leader in government contract solutions through meaningful customer connections resulting in optimized return on invested resources. We anticipate that we will secure at least \$2 million a year in sales in year three to these specific market channels, with the goal of 25% year over year incremental growth in year four and five by utilizing our mutually agreed upon sales and marketing strategies as well as aggressively promoting our awarded contract through our partner distribution channels. Marketing and promoting our Equalis contract as our first and best legal pathway will also be a vital part of our overall sales and marketing strategy for SLED. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with the Equalis competitive bid cooperative contract option.</p> <p>In addition, once a contract is awarded, Federal Contracts Corp will roll out a formal sales training program, in conjunction with training materials provided by Equalis, outlining our processes and procedures on how to promote and interact with the Equalis contract. This training opportunity will be provided to our internal and external partner sales force in a variety of communication strategies. As mentioned previously, a comprehensive sales strategy document has been submitted with this proposal.</p>

<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Our top line sales projection is for \$500,000 in year one. In year two we expect to double to \$1 million. In year three we expect sales to double again to \$2 million. In year four expect to grow to \$2.5 million. In year five our expectation is to reach \$3.125 million in yearly sales.</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Admin Fee, Reporting, and Compliance</p>	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Reporting compliance is confirmed. Federal Contracts Corp will meet the reporting requirements and schedule as outlined in 6.1.2.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales</p>	<p>Federal Contracts Corp holds a General Services Administration contract as well as multiple Defense Logistics Agency contracts and federal BPA's (Blanket Purchase Agreements). We consistently achieve very high CPAR ratings (Contractor Performance Assessment Rating). For all our contracts, we have multiple layers of self-</p>

<p>made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>auditing to ensure compliance. Our internal point of contact for this contract will be required to document all sales in this contract. This documentation will be audited by our internal master contract manager overseeing all government contracts. A final audit will take place with the accounting team who will provide an additional check to ensure compliance. These layers ensure we comply with all required certifications, regulations, and modifications for our federal and defense contracts. Sales for this Equalis contract will have a similar triple layer of auditing. All sales for this contract will flow through only two people who will employ dual pricing authentication. One provides the pricing while a secondary team member reviews for compliance. Compliance will be in adherence to the agreed upon discount from publicly listed MSRP. Our internal master contract manager will compile the monthly reporting. This report will then be reviewed by accounting. These multiple layers of audit and review by various individuals will ensure and verify compliance. We will employ this.</p>
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Federal Contracts Corp Technical Proposal for Ver-Mac

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Federal Contracts Corp..	
1.1.2. Corporate Street Address:	12918 N. Nebraska Avenue, Tampa, FL 33612-4446.	
1.1.3. Website:	Federal Contracts Corp – National Reach, Personal Touch!	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Federal Contracts Corp was formed in 2003. There have been no name changes since its founding.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Russell (Rusty) Pugh
	Title:	Executive Vice-President
	Phone:	813.631.0000
	E-Mail Address:	rusty@federalcontractscorp.com
1.1.6. Authorized Representative. 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 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Linda Rose Danial; Steve Ricke
	Title:	Operations Manager; President
	Phone:	813.631.0000
	E-Mail Address:	lindarose@federalcontractscorp.com; steve@federalcontractscorp.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.

Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, respondents may mark the information as a “Trade Secret” and the

Trade Secret - 

response will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	There has been no bankruptcy or insolvency to report.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	There has been no litigation in the past three years.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Federal Contracts Corp is a nationwide distributor for Ver-Mac products.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Federal Contracts Corp certifies that it is authorized to represent Ver-Mac to Equalis members. An authorization letter has been included in our submission documents.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Federal Contracts Corp will serve as the single point of sale and contact.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network and how it operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Federal Contracts Corp responded to 1.3.1, company identification, as a distributor.

<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Federal Contracts Corp has been a distributor for Ver-Mac products for 5 years. Currently, FCC is the GSA contract holder for Ver-Mac. Founded in 1957, Ver-Mac is a third-generation family-owned business and has been under the leadership of Sandra-Lee McBain and Whitney Richardson for over 30 years. More than 350 employees contribute to the company's success every day in the Quebec, Canada and Conroe, TX manufacturing facilities. With a very strong presence in the Canadian and US markets, Ver-Mac products are distributed around the world including the United Kingdom, Australia, New Zealand, the United Arab Emirates, as well as several countries in Africa and South America. The last three years, sales of Ver-Mac products to government generated approximately 2%. 100% of Ver-Mac's revenue is derived from the products being offered through Federal Contracts Corp in this proposal.</p>
<p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Federal Contracts Corp distributes Ver-Mac products nationally (CONUS) and to Alaska and Hawaii. These products will all be FOB Origin. Federal Contracts Corp will serve all Equalis members in this area except for New Jersey.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	<p>Federal Contracts Corp currently holds three certifications. FCC is a self-certified Small Business. FCC is an SDVOSB. Lastly, FCC is a HUBZone business. Confirmation of these certifications has been included in this proposal. Self-certification as a small business is based upon the verified business headcount, and primary NAICS designation. There are no specific certificates or licenses that Ver-Mac is required to hold.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>Sourcewell, CMAS (California Multiple Award Schedule), State of Florida, and Florida Sheriffs Association contracts. Revenue from cooperative and state contracts is approximately \$2 million per year the last three years.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational</p>	<p>Federal Contracts Corp has a long history serving federal and military agencies. Traditionally, the majority of revenue is derived from these government verticals. FCC is reaching a point of saturation in these verticals and sees education as an</p>

institutions (i.e., K-12 schools & school districts and high education)?	untapped market for our company. FCC was foundational in bringing heavy machinery into another well-known national cooperative organization. While FCC's total revenue currently into this vertical is less than one percent, we see this area as one of great potential and positive growth in the coming years. This can be seen in the comprehensive sales strategy that Federal Contracts Corp has developed to support Equalis contract sales.
1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	Approximately \$2 million dollars per year. This represents approximately 2 percent of revenue.
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<ol style="list-style-type: none"> 1. Florida Forest Service, Earl Seagroves, Operations and Management Consultant Manager, Forest Logistics and Support Bureau, Florida Department of Agriculture and Consumer Services, 850.681.5857, Marvin.Seagroves@FDACS.gov. Address: The Conner Building, 3125 Conner Boulevard, Suite K-120, Tallahassee, FL, 32399. Description of products supplied – FCC has supplied heavy construction equipment to this agency since 2017 for approximately \$1.5 million. Relationship is six years old. 2. Hillsborough County, Cory Gautier, Property Control Specialist Fleet Management, 813.307.1810, gautierc@hillsboroughcounty.org. Address: 410 S 78th Street, Tampa, FL 33619. Description of products supplied – Hillsborough County has purchased over 100 trailers for medium to heavy duty construction equipment. In addition, FCC has supplied a wide variety of medium to heavy duty construction equipment on both the Florida Sheriffs contract and state of Florida contract. Relationship is eleven years old. 3. Orange County Convention Center, Gary Chee, Assistant Project Manager/Capital planning, Orange County Convention Center, 407.685.7109, Gary.Chee@occc.net. Address: 9800 International Dr, Orlando, FL 32819. Description of products supplied – Multiple JLG E450AJ electric articulating boom lifts and multiple JLG 600AJ boom lifts. Relationship is two years old. 4. City of Lake Wells, Bev Pennington, Division Manager, Public Services, City of Lake Wells, 863.678.4154, bpennington@lakewalesfl.gov. Address: 201 W Central Ave, lake Wells, FL 33853. Description of products supplied – Wide variety of medium duty and heavy-duty construction equipment. Relationship is 4 years old. 5. Milwaukee County, Reilly Grava, Sr. Asset Management Analyst, Milwaukee County Department of Transportation, 414.257, 6578,

Reilly.Grava@milwaukeecountywi.gov, Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226. Description of products supplied – Multiple JLG boom lifts that being proposed for this contract. Value is approximately \$500,000. Relationship is two years old.

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Federal Contracts Corp will be offering the full line of Ver-Mac products in this request for proposal. Ver-Mac manufactures variable message signs, arrow boards, speed feedback signs, temporary traffic signals, speed sensors, light towers, and surveillance platforms. With Ver-Mac JamLogic software, Ver-Mac also offers smart work zone solutions, providing real-time information to improve safety and mobility of workers and motorists. All Ver-Mac products aim to increase road safety and mobility. These safety products would be invaluable to Equalis members seeking transportation and safety products.

2.1.2. Repair & Maintenance. Are repair and maintenance services included in your proposal. If yes, please describe.

Repair and maintenance services are not being proposed.

2.1.3. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.

Ver-Mac products fall squarely in the middle of the products requested for this proposal. There are no Ver-Mac products available that fall outside the scope of work for this RFP.

2.1.4. Warranty. Describe notable features and/or characteristics of your organization's equipment warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must

All non-electric components are warrantied for a period of 12 months from the date of delivery to the purchaser. Electronic components are warrantied for 24 months from the date of delivery to the purchaser. Limitations, conditions, and exclusions can be found in the warranty statement included in our proposal.


<p>be included in <u>Attachment B – Cost Proposal</u>.</p> <p>Provide a copy or link to the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this RFP.</p>	
<p>2.1.5. Training. Describe any training made available to agencies who purchase equipment.</p>	<p>Ver-Mac’s sales team, customer service technicians, field technicians, inside sales personnel, and administrative staff are available to help as needed by Equalis members. In addition, every Ver-Mac customer has access to Ver-Mac’s online support section on Ver-Mac’s website (Support - Ver-Mac (keybook.com))</p> <p>Any important information that may be needed while working on and servicing Ver-Mac products is freely found 24/7 online. At Ver-Mac, there is always a way to reach a qualified technician any day, any hour of the day.</p>
<h3>3. <u>Business Operations</u></h3>	
<h4>3.1.1. Logistics</h4>	
<p>3.1.2. Distribution & Shipping Capabilities. Describe how your organization plans to distribute the products/services within your geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>Ver-Mac products are shipped to all 50 states and U.S territories from two manufacturing and distribution facilities located in Quebec, Canada, and Conroe, TX. Ver-Mac takes great pride in delivering in a timely manner with surprisingly reasonable lead times. Much of this is due to being vertically integrated and ISO 9001 certification. Ver-Mac has undertaken efforts to improve product and service requirements, design, and development, purchasing improvements, and control of equipment used to monitor and measure the products and services. These improvements have helped Ver-Mac achieve excellent distribution and shipping capabilities.</p>
<h4>3.2. Customer Service</h4>	
<p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Due to the nature of Ver-Mac products, support is available around the clock. For emergency or immediate assistance, customers can call a toll-free number (888-488-7446) to speak to a knowledgeable customer service representative. All Ver-Mac manufacturing, distribution, and customer service centers are owned by Ver-Mac, not a dealer network. Ver-Mac has worked to measure and analyze customer satisfaction, internal audits, and monitoring processes seeking improvement in an effort to product Ver-Mac customers with a world-class customer service experience.</p>
<h4>3.3. Customer Set Up; Order & Invoice Processing; Payment</h4>	
<p>3.3.1. Order & Invoice Process. Describe your company’s proposal development,</p>	<p>Federal Contracts Corp will first determine if the agency requesting information is an Equalis member. If the agency is</p>

<p>order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>an Equalis member, FCC will proceed. If the agency in question is not an Equalis member, FCC will assist the agency in becoming an Equalis member. FCC, as a traffic safety expert, will help the agency understand the best specifications to address their real needs. FCC will ensure the agency has the approved and current pricing. FCC will then provide a real-time quote for transportation charges and any fees related to training or pre-delivery inspections. Equalis members can request any open market items that would serve their need. FCC will provide an "all-in" price for these open market items with a discount from list price that matches the model for Ver-Mac products. A final "all-in" quote will be provided to the Equalis member identifying all proposed charges and fees. Should the Equalis member choose to move forward, they would issue a purchase order to Federal Contracts Corp. Federal Contracts Corp will then place an order for the machine. When the machine is ready for shipment, FCC will coordinate with Ver-Mac and the Equalis member to coordinate final delivery. Once the machine has been delivered and received by the Equalis member, Federal Contracts Corp will log the sale providing all the required information for the monthly documentation. FCC will invoice the Equalis member. Terms of sale are Net 30 days. Acceptable methods of payment are check or Automated Clearing House.</p>
<p>3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Financing is not being offered by FCC in this proposal..</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Federal Contracts Corp agrees to do business in an ethical and responsible manner concerning sustainable initiatives. Ver-Mac, as a Quebec, Canada based business, is subject to many sustainable initiatives. The Quebec provincial government is in the process of implementing a 2030 plan for a green economy. This plan is the first Canadian electrification and climate change policy framework. The government is giving prioritization to electrification in transportation, Ver-Mac's main source of income, and industry. Ver-Mac is working to meet the call of this 2023-2028 implementation plan for the Quebec 2030 plan for a Green Economy. Ver-Mac meets all current requirements and is working toward the future to help the Quebec province reach its goal of reducing Green House Gases by 37.5% below 1990 levels by 2030. Additionally, to help the province achieve carbon neutrality by 2050.</p>
<p>4. <u>PRICING</u></p>	
<p>4.1. Cost Proposal</p>	

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>Federal Contracts Corp will use a simple discount from manufacturers published list price, pricing model. The discount from list price will be codified in an awarded contract. This discount would remain constant for the life of the contract. The manufacturer's MSRP pricelist will be available, via request by Equalis member, for the life of the contract.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Agencies and/or CCOG can easily verify pricing at any time by requesting the MSRP price list and Attachment B, Column J which will be the Final Price inclusive of pricing dictated in this section.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>The pricing offered is the best and last pricing available. We will not force Equalis members to buy in quantity to receive our best pricing. Best available pricing is achieved by purchasing only one unit. There are no quantity or volume discounts nor rebate programs.</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>All items are determined to be FOB Origin. Cost of shipping will need to be calculated at the time of Equalis member request for information. Due to the varied nature of the Ver-Mac products, and due to the geographic area being serviced, a preset amount for shipping is not feasible, cost efficient, or logical. A Ver-Mac product being delivered to Miami versus Seattle can vary greatly in cost. Additionally, shipping a freight truck 100 miles in the Great Plains states versus shipping a freight truck 100 miles through New York City to Philadelphia present vastly different cost structures. A preset shipping cost would need to be artificially high to protect against potentially catastrophically negative costs. Curating shipping costs in real-time for the actual unit being requested to a specific location is the most accurate and cost-effective way to calculate the costs associated with delivery to the final location. Once shipping has been quoted to an Equalis</p>

	member and a purchase order has been accepted, shipping will remain firm and fixed.
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	Request for open market "sourced" items can be added to quotes at Equalis members requests. The pricing model for these items will discount from list price. Acceptance of the quoted sourced non-standard items is at the discretion of Equalis members.
<p>4.1.7. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <i>NOT</i> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	In some instances, there may be additional costs beyond just the product and delivery. Some products may require installation, set up, mandatory training or inspections. Costs for these services can vary greatly across geographic regions. For example, one hour of service training labor can vary greatly from New England to the Southeast. Any and all charges will be provided on a quote to Equalis members prior to any order. Equalis members will have the ability to identify a final and delivered price for any and all Ver-Mac products offered in this proposal. Once a purchase order has been accepted, all pricing will be firm and fixed for all costs associated with an acquisition and will be fully disclosed prior to any purchase order being accepted by Federal Contracts Corp.
<h2>5. <u>GO-TO-MARKET STRATEGY</u></h2>	
<h3>5.1. Bidder Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> Executive Contact Contract Manager Sales Leader Reporting Contact Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> Executive contact – Russell (Rusty) Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com Contract manager – Linda Rose Danial, Operations Manager. 813-631-0000, lindarose@federalcontractscorp.com Sales Leader - Pete Pierson – 813.631.0000, pete@federalcontractscorp.com Reporting Manager – Linda Rose Danial – 813.631.0000, lindarose@federalcontractscorp.com Marketing Manager – Rusty Pugh – 813.631.0000, rusty@federalcontractscorp.com <p>The primary contact will be the sales leader, Pete Pierson.</p> <p>LinkedIn profiles are linked below in lieu of resumes.</p> <p>Rusty (Russell) Pugh LinkedIn</p>

	Linda Rose Danial LinkedIn Pete Pierson LinkedIn
5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	<p>Federal Contracts Corp has an eight-person sales staff. This team attends trade shows and conducts site visits for product demonstrations. We are dedicated to marketing and delivering our solutions to Equalis members and potential Equalis members. FCC is supported by the Ver-Mac Government Relations Manager. This manager coordinates field sales and service support on behalf of FCC.</p>
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	<p>FCC and Ver-Mac expect to serve Equalis members with the finest traffic and safety solutions available in the marketplace. Equalis will be our first and best solution for cooperative purchasing. FCC and Ver-Mac will jointly be responsible for setting goals and objectives and delivering on these. We will plan trade shows and work schedules together to serve Equalis members. FCC does not expect Equalis to carry the load solely for marketing our contract. FCC is committed to meeting expectations for a successful representation of our contract with regard to bringing new members to Equalis and serving members completely and ethically.</p>
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	<p>Federal Contracts Corp has submitted a comprehensive Five-Year Sales Vision and Strategy Document as a supplement to this response here in 5.2.2. Our three- to five-year sales objective for local government, K-12 and higher education agencies incorporate our vision to be a market leader in government contract solutions through meaningful customer connections resulting in optimized return on invested resources. We anticipate that we will secure at least \$500,000 a year in sales in year three to these specific market channels, with the goal of 25% year over year incremental growth by utilizing our mutually agreed upon sales and marketing strategies as well as aggressively promoting our awarded contract through our partner distribution channels. Marketing and promoting our Equalis contract as our first and best legal pathway will also be a vital part of our overall sales and marketing strategy for SLED. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with the Equalis competitive bid cooperative contract option.</p> <p>In addition, once a contract is awarded, Federal Contracts Corp will roll out a formal sales training program, in conjunction with training materials provided by Equalis,</p>

	<p>outlining our processes and procedures on how to promote and interact with the Equalis contract. This training opportunity will be provided to our internal and external partner sales force in a variety of communication strategies.</p> <p>.</p>
<p>5.2.3. <i>Sales Objectives.</i> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Our top line sales projection is for \$300,000 in year one. In year two we expect to grow to \$400,000. In year three we expect sales to grow to \$500,000. In year four expect to grow to \$625,000. In year five our expectation is to reach \$750,000 in yearly sales.</p>
<p>6. <u>ADMIN FEE & REPORTING</u></p>	
<p>6.1. <i>Admin Fee, Reporting, and Compliance</i></p>	
<p>6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	
<p>6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Reporting compliance is confirmed. Federal Contracts Corp will meet the reporting requirements and schedule as outlined in 6.1.2.</p>
<p>6.1.3. <i>Self-Audit.</i> Describe any self-audit process or program that you plan to</p>	<p>Federal Contracts Corp holds a General Services Administration contract as well as multiple Defense</p>

employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

Logistics Agency contracts and federal BPA's (Blanket Purchase Agreements). We consistently achieve very high CPAR ratings (Contractor Performance Assessment Rating). For all our contracts, we have multiple layers of self-auditing to ensure compliance. Our internal point of contact for this contract will be required to document all sales in this contract. This documentation will be audited by our internal master contract manager overseeing all government contracts. A final audit will take place with the accounting team who will provide an additional check to ensure compliance. These layers ensure we comply with all required certifications, regulations, and modifications for our federal and defense contracts. Sales for this Equalis contract will have a similar triple layer of auditing. All sales for this contract will flow through only two people who will employ dual pricing authentication. One provides the pricing while a secondary team member reviews for compliance. Compliance will be in adherence to the agreed upon discount from publicly listed MSRP. Our internal master contract manager will compile the monthly reporting. This report will then be reviewed by accounting. These multiple layers of audit and review by various individuals will ensure and verify compliance. We will employ this.

Federal Contracts Corp Technical Proposal for Generac


PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Federal Contracts Corp.	
1.1.2. Corporate Street Address:	12918 North Nebraska Avenue, Tampa, FL 33612-4446.	
1.1.3. Website:	Federal Contracts Corp – National Reach, Personal Touch!	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Federal Contracts Corp was formed in 2003. There have been no name changes since its founding.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Linda Rose Danial
	Title:	Operations Manager
	Phone:	813.631.0000
	E-Mail Address:	lindarose@federalcontractscorp.com
1.1.6. Authorized Representative. 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 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Rusty Pugh; Steve Ricke
	Title:	Executive Vice President; President
	Phone:	813.631.0000
	E-Mail Address:	rusty@federalcontractscorp.com; steve@federalcontractscorp.com

1.2. Financial Strength & Legal Considerations

<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, respondents may mark the information as a “Trade Secret” and the</p>	<p>Trade Secret - </p>
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response will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	There has been no bankruptcy or insolvency for Federal Contracts Corp to report.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	There has been no litigation in the past three years for Federal Contracts Corp to report.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Federal Contracts Corp is a nationwide distributor for Generac products.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Federal Contracts Corp certifies that it is authorized to represent Generac products to Equalis members nationally. An authorization letter from the manufacturer, Generac, has been included in our submission documents.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Federal Contracts Corp will serve as the single point of sale and contact.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network and how it operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Federal Contracts Corp responded in 1.3.1 that it identifies as a distributor. FCC is a distributor for Generac products and services CONUS and Alaska and Hawaii.

<p>1.3.5. <i>Industry Experience.</i> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Federal Contracts Corp is in its third year of providing Generac products. Revenue by Federal Contracts Corp for the previous three years for Generac products is approximately 3% of Federal Contracts Corp sales. 100% of Generac's revenue for the previous three years has been related to the products being offered.</p> <p>Founded in 1959, Generac is a publicly traded Fortune 1000 company known to be the first to engineer affordable home standby generators. Generac introduced generators through Sears and Robuck under the Craftsman brand and is known to have developed the first engine specifically designed for the rigors of generator use. Exponential growth marked the 1970's and 1980's as Generac expanded into the industrial and commercial markets. Today, over 60 years from the start, Generac is widely recognized as a leading manufacturer and innovator for power generation solutions doing business in over 150 countries. To date, Generac holds over 90 U.S. and international patents and patent applications.</p>
<p>1.3.6. <i>Geographic Reach.</i> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Federal Contracts Corp distributes Generac products nationally (CONUS) and to Alaska and Hawaii. These products will be FOB Origin. Federal Contracts Corp will serve all Equalis members in this area with the exception New Jersey.</p>
<p>1.3.7. <i>Certifications and Licenses.</i> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>Federal Contracts Corp currently holds three certifications. FCC is a self-certified Small Business, based on confirmed headcount as is allowed by the SBA and based upon FCC's primary NAICS. FCC is an SDVOSB. Lastly, FCC is a HUBZone business. Confirmation of these SSVOSB and HUBZone certifications has been included in this proposal.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. <i>Public Sector Cooperative Contracts.</i> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>FCC holds Sourcewell, CMAS (California Multiple Award Schedule), State of Florida, and Florida Sheriffs Association contracts. Revenue from cooperative and state contracts is approximately \$2 million per year the last three years.</p>

<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Federal Contracts Corp has a long history serving federal and military agencies. Traditionally, the majority of revenue is derived from these government verticals. FCC is reaching a point of saturation in these verticals and sees education as an untapped market for our company. FCC was foundational in bringing heavy machinery into another well-known national cooperative organization. While FCC's total revenue currently into this vertical is less than one percent, we see this area as one of great potential and positive growth in the coming years.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Approximately \$2 million dollars per year. This represents approximately 2 percent of revenue.</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<ol style="list-style-type: none"> 1. Florida Forest Service, Earl Seagroves, Operations and Management Consultant Manager, Forest Logistics and Support Bureau, Florida Department of Agriculture and Consumer Services, 850.681.5857, Marvin.Seagroves@FDACS.gov. Address: The Conner Building, 3125 Conner Boulevard, Suite K-120, Tallahassee, FL, 32399. Description of products supplied – FCC has supplied heavy construction equipment to this agency since 2017 for approximately \$1.5 million. Relationship is six years old. 2. Hillsborough County, Cory Gautier, Property Control Specialist Fleet Management, 813.307.1810, gautierc@hillsboroughcounty.org. Address: 410 S 78th Street, Tampa, FL 33619. Description of products supplied – Hillsborough County has purchased over 100 trailers for medium to heavy duty construction equipment. In addition, FCC has supplied a wide variety of medium to heavy duty construction equipment on both the Florida Sheriffs contract and state of Florida contract. Relationship is eleven years old. 3. Orange County Convention Center, Gary Chee, Assistant Project Manager/Capital planning, Orange County Convention Center, 407.685.7109, Gary.Chee@occc.net. Address: 9800 International Dr, Orlando, FL 32819. Description of products supplied – We have supplied heavy equipment to this agency. Relationship is two years old. 4. City of Lake Wells, Bev Pennington, Division Manager, Public Services, City of Lake Wells, 863.678.4154, bpennington@lakewalesfl.gov. Address: 201 W Central Ave, lake Wells, FL 33853. Description of products supplied – Wide variety of medium duty and heavy-duty construction equipment. Relationship is 4 years old. 5. Milwaukee County, Reilly Grava, Sr. Asset Management Analyst, Milwaukee County Department of Transportation, 414.257.6578,

	Reilly.Grava@milwaukeecountywi.gov , Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226. Description of products supplied – Multiple boom lifts have been proposed to this customer. Value is approximately \$500,000. Relationship is two years old.
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2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Industrial stationary standby generators, commercial stationary standby generators, mobile diesel and gaseous generators, mobile light towers, transfer switches, and portable generator product lines.</p>
<p>2.1.2. Repair & Maintenance. Are repair and maintenance services included in your proposal. If yes, please describe.</p>	<p>Repairs and maintenance services are not part of this proposal.</p>
<p>2.1.3. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>Generac products fall squarely in the middle of the products requested for this proposal. There are no Generac products available that fall outside the scope of work for this RFP.</p>
<p>2.1.4. Warranty. Describe notable features and/or characteristics of your organization's equipment warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must</p>	<p>Generac requires all industrial products to be started up and tested by an authorized distributor for warranty assurance purposes. Other commercial or non-industrial products can also be started up and tested by an authorized distributor for installation and operational assurance. Generac also offer an extensive and robust extended warranty for many of its products. Detailed information regarding extended</p>

<p>be included in <u>Attachment B – Cost Proposal</u>.</p> <p>Provide a copy or link to the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this RFP.</p>	<p>warranties have been included in the documentation included in our proposal.</p>
<p>2.1.5. Training. Describe any training made available to agencies who purchase equipment.</p>	<p>Generac offers various types of optional training and services for customers through the Professional Development Seminar Series (PDSS) which includes:</p> <ol style="list-style-type: none"> Onsite Product Training - Industrial Distributor/Generac Product Maintenance Training - Industrial Distributor /Generac Product Application Training - Industrial Distributor / Generac Generator Sizing - Industrial Distributor / Generac Generator Switching - Industrial Distributor / Generac Paralleling Concepts and Implementation - Industrial Distributor / Generac Generator Reliability - Industrial Distributor / Generac National Electric Code - Industrial Distributor / Generac UL Listing & NFPA Standards - Industrial Distributor / Generac Engines & Alternators - Industrial Distributor / Generac Generator Controls - Industrial Distributor / Generac Creating Performance Based Specifications - Industrial Distributor / Generac Emissions - Industrial Distributor / Generac <p>Generac's Professional Development Seminar Series was designed specifically for practicing engineers/customers who wish to expand their understanding of current technologies, sizing, codes & standards, switching technologies and reliable design characteristics surrounding power systems.</p> <p>Participants who successfully complete an individual seminar and achieve a passing score on the associated final assessment will be awarded Professional Development Hours (PDH) and Continuing Education Units (CEU). This also allows for engineers/customers to expand their knowledge of power generation systems.</p> <p>These PDSS training sessions are optional and can be administered by either local distributor or a Generac sales team member.</p>

3. Business Operations


3.1.1. Logistics	
<p>3.1.2. <i>Distribution & Shipping Capabilities.</i> Describe how your organization plans to distribute the products/services within your geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>FCC will work in tandem with Generac to distribute products through the Generac manufacturing and distribution network. Generac has five manufacturing locations located in Wisconsin. Each facility has fabrication, welding, painting, alternator assemblies, final assembly, and testing. Products will flow from these facilities to distribution locations.</p> <p>Generac's industrial distribution network consists of a combination of primary distributors, over 30, that cover a particular region, as well as a network of support dealers serving the North American market. Generac industrial distributors contracted with Generac to solely represent Generac and its products, so they are focused 100% on sales distribution, delivery, and service of our equipment and products. These distributors have a collective salesforce of over 250+ people covering all 50 US states and Canadian provinces. Over the past five years, the dealer network has expanded through acquisitions and organic means, in order to increase sales and service opportunities. Additionally, in 2020, Generac acquired an industrial distributor in northern California to give direct coverage of the west coast of the United States and accelerate sales and service efforts in this part of the country. The industrial distributors and support dealers provide industrial and commercial end users with ongoing sales, project consulting and management, installation, service and product support.</p>
3.2. Customer Service	
<p>3.2.1. <i>Customer Service Department.</i> Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Federal Contracts Corp already ready works daily, and will continue to work with Generac, to provide world-class after-sales service for Equalis members. Federal Contracts Corp will be available during normal business hours, excluding federal holidays, Monday through Friday from 8AM – 5PM EST. Generac offers support 24/7/365 in the areas of customer support, technical support, and maintains a 24-hour customer service hotline. Generac's internal customer support team is comprised of over 50 team members that field an average of 1500 customer calls per day. The Commercial & Industrial distributors work directly with the internal customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services. Generac's distributor network serves many mission critical customers such as hospitals, nursing homes, and data centers that demand immediate response times. The distributor network is strategically located to provide customers with the quickest onsite support when in a time of need. The distributor network's target is to respond to emergency calls within two hours. Distribution then prioritizes health and safety to specific jobs.</p>

3.3. Customer Set Up; Order & Invoice Processing; Payment	
<p>3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>Federal Contracts Corp will first determine if the agency requesting information is an Equalis member. If the agency is an Equalis member, FCC will proceed. If the agency in question is not an Equalis member, FCC will assist the agency in becoming an Equalis member. FCC, as generator expert, will help the agency understand the best specifications to address their real needs. This will include FCC consulting directly with Generac or facilitating a connection between the Equalis member and Generac directly. FCC will ensure the agency has the approved and current pricing. FCC will then provide a real-time quote for transportation charges and any fees related to training or pre-delivery inspections. Equalis members can request any open market items that would serve their need. FCC will provide an "all-in" price for these open market items with a discount from list price that matches the model for Generac products. A final "all-in" quote will be provided to the Equalis member identifying all proposed charges and fees. Should the Equalis member choose to move forward, they would issue a purchase order to Federal Contracts Corp, once an order is accepted, this pricing will be firm and fixed. Federal Contracts Corp will then place an order for the machine. When the machine is ready for shipment, FCC will coordinate with Generac and the Equalis member to coordinate final delivery. Once the machine has been delivered and received by the Equalis member, Federal Contracts Corp will log the sale providing all the required information for the monthly documentation. FCC will invoice the Equalis member. Terms of sale are Net 30 days. Acceptable methods of payment are check or Automated Clearing House.</p>
<p>3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Financing is not being offered by FCC in this proposal.</p>
3.4. Sustainability, Reclamation, and Recycling Initiatives	
<p>3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Federal Contracts Corp agrees to do business in an ethical and responsible manner concerning sustainable initiatives. FCC is proud to partner with Generac who is considered a market leader in sustainable initiatives. Generac has made extensive gains incorporating sustainability into its short-term and long-range business plan. A comprehensive copy of Generac's plan has been included in the submission docs (labeled Generac Sustainability ESG Report).</p>
4. PRICING	
4.1. Cost Proposal	

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>Federal Contracts Corp will use a simple discount from manufacturers published list price, pricing model. The discount from list price will be codified in an awarded contract. This discount would remain constant for the life of the contract. The manufacturer's MSRP pricelist will be available, via request by Equalis member, for the life of the contract.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Agencies and/or CCOG can easily verify pricing at any time by requesting the MSRP price list and Attachment B, Column J which will be the Final Price inclusive of pricing dictated in this section..</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>The pricing offered is the best and last pricing available. We will not force Equalis members to buy in quantity to receive our best pricing. Best available pricing is achieved by purchasing only one unit. There are no quantity or volume discounts nor rebate programs..</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>All items are determined to be FOB Origin. Cost of shipping will need to be calculated at the time of Equalis member request for information. Due to the varied nature of Generac products, and due to the geographic area being serviced, a preset amount for shipping is not feasible, cost efficient, or logical. A small 7,000-watt standby generator with no options versus many options on a tow behind generator being delivered to Miami versus Seattle can vary many thousands of dollars. Additionally, shipping a freight truck 100 miles in the Great Plains states versus shipping a freight truck 100 miles through New York City to Philadelphia present vastly different cost structures. A preset shipping cost would need to be artificially high to protect a contract awardee against potentially catastrophically negative costs. Curating shipping costs in real-time for the actual unit being requested to a specific location is the most accurate and cost-effective way to calculate the costs associated with delivery to the final</p>

	location. Once an Equalis member purchase order has been accepted against a shipping quote, shipping costs will be firm and fixed.
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	Request for open market "sourced" items can be added to quotes at Equalis members requests. The pricing model for these items will be discount from list price. Acceptance of the quoted sourced non-standard items is at the discretion of Equalis members.
<p>4.1.7. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	In some instances, there may be additional costs beyond just the product and delivery. Some products may require installation, set up, mandatory training or inspections. Costs for these services can vary greatly across geographic regions. For example, one hour of service training labor can vary greatly from New England to the Southeast. Any and all charges will be provided on a quote to Equalis members prior to any purchase order acceptance. Equalis members will have the ability to identify a final and delivered price for any and all Generac products offered in this proposal. All pricing will be firm and fixed for all costs associated with an acquisition and will be fully disclosed prior to any purchase order being accepted by Federal Contracts Corp.
5. GO-TO-MARKET STRATEGY	
5.1. Bidder Organizational Structure & Staffing of Relationship	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> 1. Executive contact – Rusty Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com 2. Contract manager – Linda Rose Danial – 813.631.0000, lindarose@federalcontractscorp.com 3. Sales Leader - Pete Pierson – 813.631.0000, pete@federalcontractscorp.com 4. Reporting Manager – Linda Rose Danials – 813.631.0000, lindarose@federalcontractscorp.com 5. Marketing Manager – Rusty Pugh – 813.631.0000, reanne@federalcontractscorp.com <p>The primary contact will be FCC Operations Manager, Linda Rose Danial.</p> <p>LinkedIn profiles are linked below in lieu of resumes.</p> <p>Rusty (Russell) Pugh LinkedIn Pete Pierson LinkedIn</p>

	Linda Rose Danial LinkedIn
5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	Federal Contracts Corp has an eight-person sales staff. This team attends trade shows and conducts site visits for product demonstrations. We are dedicated to marketing and delivering our solutions to Equalis members and potential Equalis members. FCC is supported by Generac and the Generac dealer network. Generac has dedicated regional business managers, power solutions managers, and inside sales representatives that work directly with distributors. These resources are to ensure FCC responds to Equalis members with flexibility, speed, reliability, and innovation. Lastly, FCC has a dedicated internal specialist embedded within Generac as a dedicated resource for supporting FCC.
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	FCC and Generac expect to serve Equalis members with the finest power generation solutions available in the marketplace. Equalis will be our first and best solution for cooperative purchasing. FCC and Generac will jointly be responsible for setting goals and objectives and delivering on these. We will plan trade shows and work schedules together to serve Equalis members. FCC does not expect Equalis to carry the load solely for marketing our contract. FCC is committed to meeting expectations for a successful representation of our contract with regard to bringing new members to Equalis and serving members completely and ethically.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	Federal Contracts Corp has submitted a Five-Year Sales Vision and Strategy Document as a supplement to this response here in 5.2.2. Our three- to five-year sales objective for local government, K-12 and higher education agencies incorporate our vision to be a market leader in government contract solutions through meaningful customer connections resulting in optimized return on invested resources. We anticipate that we will secure at least \$1.25 million a year in sales in year three to these specific market channels, with the goal of 25% year over year incremental growth by utilizing our mutually agreed upon sales and marketing strategies as well as aggressively promoting our awarded contract through our partner distribution channels. Marketing and promoting our Equalis contract as our first and best legal pathway will also be a vital part of our overall sales and marketing strategy for SLED. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with the Equalis competitive bid cooperative contract option.

	In addition, once a contract is awarded, Federal Contracts Corp will roll out a formal sales training program, in conjunction with training materials provided by Equalis, outlining our processes and procedures on how to promote and interact with the Equalis contract. This training opportunity will be provided to our internal and external partner sales force in a variety of communication strategies. As mentioned previously, a comprehensive sales strategy document has been submitted with this proposal.
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	Our top line sales projections for year one is \$500,000, \$800,000 in year two, \$1.25 million in year three, \$1.5 million in year four, and \$2 million if extended to a fifth year. A copy of our 3–5-year sales vision and strategy is included in the documents submitted with this proposal.
6. ADMIN FEE & REPORTING	
6.1. Admin Fee, Reporting, and Compliance	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative	Reporting compliance is confirmed. Federal Contracts Corp will meet the reporting requirements and schedule as outlined in 6.1.2.

time schedule for providing these reports to Equalis Group.	
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Federal Contracts Corp holds a General Services Administration contract as well as multiple Defense Logistics Agency contracts and federal BPA's (Blanket Purchase Agreements). We consistently achieve very high CPAR ratings (Contractor Performance Assessment Rating). For all our contracts, we have multiple layers of self-auditing to ensure compliance. Our internal point of contact for this contract will be required to document all sales in this contract. This documentation will be audited by our internal master contract manager overseeing all government contracts. A final audit will take place with the accounting team who will provide an additional check to ensure compliance. These layers ensure we comply with all required certifications, regulations, and modifications for our federal and defense contracts. Sales for this Equalis contract will have a similar triple layer of auditing. All sales for this contract will flow through only two people who will employ dual pricing authentication. One provides the pricing while a secondary team member reviews for compliance. Compliance will be in adherence to the agreed upon discount from publicly listed MSRP. Our internal master contract manager will compile the monthly reporting. This report will then be reviewed by accounting. These multiple layers of audit and review by various individuals will ensure and verify compliance. We will employ this.</p>

Federal Contracts Corp Technical Proposal for Manitowoc

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Federal Contracts Corp.	
1.1.2. Corporate Street Address:	12918 N. Nebraska Avenue, Tampa, FL 33612-4446.	
1.1.3. Website:	Federal Contracts Corp – National Reach, Personal Touch!	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Federal Contracts Corp was formed in 2003. There have been no name changes since its founding.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Linda Rose Danial
	Title:	Operations Manager
	Phone:	813.631.0000
	E-Mail Address:	lindarose@federalcontractscorp.com
1.1.6. Authorized Representative. 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 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Rusty Pugh; Steve Ricke
	Title:	Executive Vice President; President
	Phone:	813.631.0000
	E-Mail Address:	rusty@federalcontractscorp.com; steve@federalcontractscorp.com

1.2. Financial Strength & Legal Considerations

1.2.1. **Financial Strength.** Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.

Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, respondents may mark the information as a “Trade Secret” and the

Trade Secret -



response will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	There has been no bankruptcy or insolvency for Federal Contracts Corp to report.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	There has been no litigation in the past three years for Federal Contracts Corp to report.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Federal Contracts Corp is a nationwide distributor for Manitowoc products.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Federal Contracts Corp certifies that it is authorized to represent Manitowoc to Equalis members nationally. An authorization letter from the manufacturer, Manitowoc, has been included in our submission documents.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Federal Contracts Corp will serve as the single point of sale and contact.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network and how it operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Federal Contracts Corp responded in 1.3.1 that it identifies as a distributor. FCC is a distributor for Manitowoc products and services CONUS and Alaska and Hawaii.

<p>1.3.5. <i>Industry Experience.</i> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Federal Contracts Corp has been a distributor for Manitowoc products for 10 years. The last three years, sales of Manitowoc products to government generated approximately 2% of FCC revenue. Manitowoc's journey began in 1902 as the Manitowoc Dry Dock Company. The company's foundational skillset was in shipbuilding and ship repair. The company name is based on its namesake community of Manitowoc, Wisconsin. After WWI, Manitowoc looked to expand. The crane business was a natural fit as it could take advantage of much of the shipbuilding machine shops. The Manitowoc Speedcrane company was established in 1925 and is today's Manitowoc Cranes, a global combination of the world's leading cranes and crane support systems. Over the years, Manitowoc has evolved into a multinational corporation with over 115 manufacturing, sales, and service facilities in over 25 countries delivering a multitude of products to include; mobile hydraulic, lattice boom, industrial, truck mounted and tower cranes. Manitowoc's goals and philosophy are to provide its customers with the highest quality products possible at a price that is fair and reasonable. Since 1902, the founders vision set the course for establishing Manitowoc as a respected global organization. Innovation, safe.</p>
<p>1.3.6. <i>Geographic Reach.</i> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Federal Contracts Corp distributes Manitowoc products nationally (CONUS) and to Alaska and Hawaii. These products are FOB Origin. Federal Contracts Corp will serve all Equalis members in this area with the exception New Jersey.</p>
<p>1.3.7. <i>Certifications and Licenses.</i> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>Federal Contracts Corp currently holds three certifications. FCC is a self-certified Small Business. FCC is an SDVOSB. Lastly, FCC is a HUBZone business. Confirmation of these certifications has been included in this proposal.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. <i>Public Sector Cooperative Contracts.</i> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives,</p>	<p>Sourcewell, CMAS (California Multiple Award Schedule), State of Florida, and Florida Sheriffs Association contracts. Revenue from cooperative and state contracts is approximately \$2 million per year the last three years.</p>

<p>etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Federal Contracts Corp has a long history serving federal and military agencies. Traditionally, the majority of revenue is derived from these government verticals. FCC is reaching a point of saturation in these verticals and sees education as an untapped market for our company. FCC was foundational in bringing heavy machinery into another well-known national cooperative organization. While FCC's total revenue currently into this vertical is less than one percent, we see this area as one of great potential and positive growth in the coming years.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Approximately \$2 million dollars per year. This represents approximately 2 percent of revenue.</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<ol style="list-style-type: none"> 1. Florida Forest Service, Earl Seagroves, Operations and Management Consultant Manager, Forest Logistics and Support Bureau, Florida Department of Agriculture and Consumer Services, 850.681.5857, Marvin.Seagroves@FDACS.gov. Address: The Conner Building, 3125 Conner Boulevard, Suite K-120, Tallahassee, FL, 32399. Description of products supplied – FCC has supplied heavy construction equipment to this agency since 2017 for approximately \$1.5 million. Relationship is six years old. 2. Hillsborough County, Cory Gautier, Property Control Specialist Fleet Management, 813.307.1810, gautierc@hillsboroughcounty.org. Address: 410 S 78th Street, Tampa, FL 33619. Description of products supplied – Hillsborough County has purchased over 100 trailers for medium to heavy duty construction equipment. In addition, FCC has supplied a wide variety of medium to heavy duty construction equipment on both the Florida Sheriffs contract and state of Florida contract. Relationship is eleven years old. 3. Orange County Convention Center, Gary Chee, Assistant Project Manager/Capital planning, Orange County Convention Center, 407.685.7109, Gary.Chee@occc.net. Address: 9800 International Dr, Orlando, FL 32819. Description of products supplied – Multiple JLG E450AJ electric articulating boom lifts and multiple JLG 600AJ boom lifts. Relationship is two years old. 4. City of Lake Wells, Bev Pennington, Division Manager, Public Services, City of Lake Wells, 863.678.4154, bpennington@lakewalesfl.gov, Address: 201 W Central Ave, lake Wells, FL 33853. Description of products

	<p>supplied – Wide variety of medium duty and heavy-duty construction equipment. Relationship is 4 years old.</p> <p>5. Milwaukee County, Reilly Grava, Sr. Asset Management Analyst, Milwaukee County Department of Transportation, 414.257.6578, Reilly.Grava@milwaukeecountywi.gov, Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226. Description of products supplied – Multiple JLG boom lifts that being proposed for this contract. Value is approximately \$500,000. Relationship is two years old.</p>
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2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Manitowoc is proposing its full line of cranes. This includes Rough Terrain, All Terrian, Crawler, Hydraulic Crawler, Carry Deck, Truck Mounted, and Boom Trucks. With each crane, we offer a compliment of customer service and warranty coverage. With Manitowoc cranes, Equalis members will have access to cranes that can perform in a wide variety of surfaces including rough terrain. These cranes come in sizes from a compact 8-ton crane all the way to a 716 ton -capacity crane. Manitowoc is world renowned as a 100-year-old company having some of the most extensive crane solutions available in the marketplace.</p>
<p>2.1.2. Repair & Maintenance. Are repair and maintenance services included in your proposal. If yes, please describe.</p>	<p>Repairs and maintenance services are not part of this proposal.</p>
<p>2.1.3. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>Manitowoc products fall squarely in the middle of the products requested for this proposal. There are no Manitowoc products available that fall outside the scope of work for this RFP.</p>
<p>2.1.4. Warranty. Describe notable features and/or characteristics of your</p>	<p>All Manitowoc products offered come with a standard 12-month warranty or 24-month warranty depending on</p>

<p>organization's equipment warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p> <p>Provide a copy or link to the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this RFP.</p>	<p>the model. As part of the warranty parts and labor are included. The applicable general warranty period for each new machine is twelve (12) months from date of startup, 2,400 hours of operation or sixteen (16) months from date of shipment by Manitowoc, whichever event shall first occur.</p> <p>Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new machine will be reimbursed by Manitowoc; However, transportation and labor charges covering any product or part returned which proves not to be defective shall be at the purchaser's expense.</p>
<p>2.1.5. Training. Describe any training made available to agencies who purchase equipment.</p>	<p>Every delivery of a product comes with an initial operation and maintenance training package at no charge. The training provided at delivery is tailored to the specific machine being delivered. In addition to this initial training, a more in-depth level of training for troubleshooting and servicing the machine are available to Equalis members. This specialized training focuses on safety, maintenance, and specialized operations. These sessions are highly thorough and technical. This deeper level of training must be conducted at Manitowoc facilities to ensure the best possible experience. Manitowoc hosts approximately 80 training sessions a year at our facilities in Manitowoc, WI and Shady Grove, PA. These sessions and classes are priced individually and according to the customers requirements and are customized to each situation.</p>
<h3>3. <u>Business Operations</u></h3>	
<h4>3.1.1. Logistics</h4>	
<p>3.1.2. Distribution & Shipping Capabilities. Describe how your organization plans to distribute the products/services within your geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>FCC will work closely with the Manitowoc dealer network for distribution of cranes to Equalis members. Over the last one hundred years Manitowoc has cultivated a robust dealer network in North America with 72 dealer/distributors, many who have been dealers for decades. There will be distribution and support for CONUS and US territories.</p>
<h4>3.2. Customer Service</h4>	
<p>3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number</p>	<p>Federal Contracts Corp will have two full-time dedicated staff to be available during normal business hours to assist with customer service. Normal business hours will be Monday through Friday 8am to 5pm Eastern Standard Time. These staff members can coordinate with Equalis members to assist</p>


<p>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>with after-sales questions. Their role will include helping, as needed, locate service which will most likely be provided by the Manitowoc dealer network. Manitowoc has an expansive dealer network that provides after-sales customer service. Backing the dealers, Manitowoc operates a major logistics distribution center, in Jeffersonville, IN where an extensive inventory of genuine replacement parts are stored. Additionally, we have trained customer service representatives ready to help locate replacement parts or guide technicians through troubleshooting their equipment. Manitowoc can reach 70% of the US crane population with 2-day ground shipping. Manitowoc has approximately 225,000 sq feet of parts distribution with 80,531 unique items in stock most any time.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>Federal Contracts Corp will first determine if the agency requesting information is an Equalis member. If the agency is an Equalis member, FCC will proceed. If the agency in question is not an Equalis member, FCC will assist the agency in becoming an Equalis member. FCC, as crane product and Manitowoc expert, will help the agency understand the best specifications to address their real needs. FCC will ensure the agency has the approved and current pricing. FCC will then provide a real-time quote for transportation charges and any fees related to training or pre-delivery inspections. Equalis members can request any open market items that would serve their need. FCC will provide an "all-in" price for these open market items with a discount from list price that matches the model for Manitowoc products. A final "all-in" quote will be provided to the Equalis member identifying all proposed charges and fees. Should the Equalis member choose to move forward, they would issue a purchase order to Federal Contracts Corp. Federal Contracts Corp will then place an order for the machine. When the machine is ready for shipment, FCC will coordinate with Manitowoc and the Equalis member to coordinate final delivery. Once the machine has been delivered and received by the Equalis member, Federal Contracts Corp will log the sale providing all the required information for the monthly documentation. FCC will invoice the Equalis member. Terms of sale are net 30 days. Acceptable methods of payment are check or Automated Clearing House.</p>
<p>3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Financing is not being offered by FCC in this proposal.</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	

<p>3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Federal Contracts Corp agrees to do business in an ethical and responsible manner concerning sustainable initiatives. Manitowoc has invested in green initiative advances that improve our environment and improve crane operations. One example of this is “green-engine” mode. This mode conserves fuel and reduces nitrous oxide exhausts during full speed drum operation while under load at a lower RPM. Additional green initiatives include green-winch mode as well as auto idling stop mode. These advances reduce fuel use, fuel costs, and reduce nitrous oxide exhausts.</p>
<h2>4. <u>PRICING</u></h2>	
<h3>4.1. Cost Proposal</h3>	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>Federal Contracts Corp will use a simple discount from manufacturers published list price, pricing model. The discount from list price will be codified in an awarded contract. This discount would remain constant for the life of the contract. The manufacturer’s MSRP pricelist will be available, via request by Equalis member, for the life of the contract.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Agencies and/or CCOG can easily verify pricing at any time by requesting the MSRP price list and Attachment B, Column J which will be the Final Price inclusive of pricing dictated in this section.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>The pricing offered is the best and last pricing available. We will not force Equalis members to buy in quantity to receive our best pricing. Best available pricing is achieved by purchasing only one unit. There are no quantity or volume discounts nor rebate programs..</p>

<p>4.1.5. <i>Cost of Shipping.</i> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>All items are determined to be FOB Origin. Cost of shipping will need to be calculated at the time of Equalis member request for information. Due to the varied nature of the Manitowoc products, and due to the geographic area being serviced, a preset amount for shipping is not feasible, cost efficient, or logical. A small 30-ton crane with no options versus many options on a much larger 2,500-ton crane being delivered to Miami versus Seattle can vary tens of thousands of dollars. Additionally, shipping a freight truck 100 miles in the Great Plains states versus shipping a freight truck 100 miles through New York City to Philadelphia present vastly different cost structures. A preset shipping cost would need to be artificially high to protect a contract awardee against potentially catastrophically negative costs. Curating shipping costs in real-time for the actual unit being requested to a specific location is the most accurate and cost-effective way to calculate the costs associated with delivery to the final location. Once an Equalis member purchase order has been accepted against a shipping quote, shipping costs will be firm and fixed.</p>
<p>4.1.6. <i>Pricing Open Market or Sourced Goods.</i> If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5 – Pricing.</u></p>	<p>Request for open market "sourced" items can be added to quotes at Equalis members requests. The pricing model for these items will be discount from list. Acceptance of the quoted sourced non-standard items is at the discretion of Equalis members.</p>
<p>4.1.7. <i>Total Cost of Acquisition.</i> Identify any total cost of acquisition costs that are <i>NOT</i> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>In some instances, there may be additional costs beyond just the product and delivery. Some products may require installation, set up, mandatory training or inspections. Costs for these services can vary greatly across geographic regions. For example, one hour of service training labor can vary greatly from New England to the Southeast. Any and all charges will be provided on a quote to Equalis members prior to any purchase order acceptance. Equalis members will have the ability to identify a final and delivered price for any and all Manitowoc products offered in this proposal. All pricing will be firm and fixed for all costs associated with an acquisition and will be fully disclosed prior to any purchase order being accepted by Federal Contracts Corp.</p>
<h2>5. <u>GO-TO-MARKET STRATEGY</u></h2>	
<h3>5.1. Bidder Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. <i>Key Contacts.</i> Provide contact information and resumes for the</p>	

<p>person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> 1. Executive contact – Russell (Rusty) Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com 2. Contract manager – Linda Rose Danial – 813.631.0000, lindarose@federalcontractscorp.com 3. Sales Leader - Pete Pierson – 813.631.0000, pete@federalcontractscorp.com 4. Reporting Manager – Linda Rose Danials – 813.631.0000, lindarose@federalcontractscorp.com 5. Marketing Manager – Rusty Pugh – 813.631.0000, reanne@federalcontractscorp.com <p>The primary contact will be FCC Operations Manager, Linda Rose Danial.</p> <p>LinkedIn profiles are linked below in lieu of resumes.</p> <p>Rusty (Russell) Pugh LinkedIn Pete Pierson LinkedIn Linda Rose Danial LinkedIn</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Federal Contracts Corp has an eight-person sales staff. This team attends trade shows and conducts site visits for product demonstrations. We are dedicated to marketing and delivering our solutions to Equalis members and potential Equalis members. FCC is supported by the Manitowoc sales organization as we currently work hand in hand for federal and military sales. Manitowoc has 72 dealers located within the United States, all US Territories and Canada. There are approximately 1,000 sales team members combined in our dealer network. In addition to our dealer sales force, Manitowoc has an internal sales group of 17 individuals who will be working with our dealers to understand Equalis and the solutions we provide to Equalis members and potential members.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>FCC and Manitowoc expect to serve Equalis members with the finest crane solutions available in the marketplace. Equalis will be our first and best solution for cooperative purchasing. FCC and Manitowoc will jointly be responsible for setting goals and objectives and delivering on these. We will plan trade shows and work schedules together to serve Equalis members. FCC does not expect Equalis to carry the load solely for marketing our contract. FCC is committed to meeting expectations for a successful representation of our contract with regard to bringing new members to Equalis and serving members completely and ethically.</p>

<p>5.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> 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>	<p>Federal Contracts Corp has submitted a comprehensive Five-Year Sales Vision and Strategy Document as a supplement to this response here in 5.2.2. Our three- to five-year sales objective for local government, K-12 and higher education agencies incorporate our vision to be a market leader in government contract solutions through meaningful customer connections resulting in optimized return on invested resources. We anticipate that we will secure at least \$1.5 million a year in sales in year three to these specific market channels, with the goal of 25% year over year incremental growth by utilizing our mutually agreed upon sales and marketing strategies as well as aggressively promoting our awarded contract through our partner distribution channels. Marketing and promoting our Equalis contract as our first and best legal pathway will also be a vital part of our overall sales and marketing strategy for SLED. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with the Equalis competitive bid cooperative contract option.</p> <p>In addition, once a contract is awarded, Federal Contracts Corp will roll out a formal sales training program, in conjunction with training materials provided by Equalis, outlining our processes and procedures on how to promote and interact with the Equalis contract. This training opportunity will be provided to our internal and external partner sales force in a variety of communication strategies. As mentioned previously, a comprehensive sales strategy document has been submitted with this proposal.</p>
<p>5.2.3. <i>Sales Objectives.</i> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Our topline sales projections are for \$300,000 for year one, \$750,000 for year two, \$1.5 million for year three, and \$1.875 for year four, and \$2.5 million if extended into a fifth year.</p>
<p>6. <u>ADMIN FEE & REPORTING</u></p>	
<p>6.1. <i>Admin Fee, Reporting, and Compliance</i></p>	

<p>6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	
<p>6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Reporting compliance is confirmed. Federal Contracts Corp will meet the reporting requirements and schedule as outlined in 6.1.2.</p>
<p>6.1.3. <i>Self-Audit.</i> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Federal Contracts Corp holds a General Services Administration contract as well as multiple Defense Logistics Agency contracts and federal BPA's (Blanket Purchase Agreements). We consistently achieve very high CPAR ratings (Contractor Performance Assessment Rating). For all our contracts, we have multiple layers of self-auditing to ensure compliance. Our internal point of contact for this contract will be required to document all sales in this contract. This documentation will be audited by our internal master contract manager overseeing all government contracts. A final audit will take place with the accounting team who will provide an additional check to ensure compliance. These layers ensure we comply with all required certifications, regulations, and modifications for our federal and defense contracts. Sales for this Equalis contract will have a similar triple layer of auditing. All sales for this contract will</p>

	<p>flow through only two people who will employ dual pricing authentication. One provides the pricing while a secondary team member reviews for compliance. Compliance will be in adherence to the agreed upon discount from publicly listed MSRP. Our internal master contract manager will compile the monthly reporting. This report will then be reviewed by accounting. These multiple layers of audit and review by various individuals will ensure and verify compliance. We will employ this.</p>
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Federal Contracts Corp Technical Proposal for Terramac


PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Federal Contracts Corp.	
1.1.2. Corporate Street Address:	12918 N. Nebraska Avenue, Tampa, FL 33612-4446	
1.1.3. Website:	Federal Contracts Corp – National Reach, Personal Touch!	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Federal Contracts Corp was formed in 2003. There have been no name changes since its founding.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Russell (Rusty) Pugh
	Title:	Executive Vice-President
	Phone:	813.631.0000
	E-Mail Address:	rusty@federalcontractscorp.com
1.1.6. Authorized Representative. 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 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Linda Rose Danial; Steve Ricke
	Title:	Operations Manager; President
	Phone:	813.631.0000
	E-Mail Address:	lindarose@federalcontractscorp.com; steve@federalcontractscorp.com

1.2. Financial Strength & Legal Considerations

<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, respondents may mark the information as a “Trade Secret” and the</p>	<p>Trade Secret - </p>
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response will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	There has been no bankruptcy or insolvency to report.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	There has been no litigation in the past three years.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Federal Contracts Corp is a nationwide distributor for Terramac products.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Federal Contracts Corp certifies that it is authorized to represent Terramac to Equalis members. An authorization letter has been included in our submission documents.
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Federal Contracts Corp will serve as the single point of sale and contact.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network and how it operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Federal Contracts Corp responded to 1.3.1, company identification, as a distributor.

<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Federal Contracts Corp and Terramac have just started their relationship. Terramac has a GSA contract that they have participated in. Currently Terramac has 92% of their revenue generated from the sales of new equipment to governmental agencies.</p>
<p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Federal Contracts Corp distributes Terramac products nationally (CONUS), and to Alaska and Hawaii. These products will be FOB Origin. Federal Contracts Corp will serve all Equalis members in this area except for New Jersey.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	<p>Federal Contracts Corp currently holds three certifications. FCC is a self-certified Small Business. FCC is an SDVOSB. Lastly, FCC is a HUBZone business. Confirmation of these certifications has been included in this proposal (self-certified as a small business based on verified head count and primary NAICS designation as is allowed). There are no specific certificates or licenses that Terramac is required to hold.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>FCC holds Sourcewell, CMAS (California Multiple Award Schedule), State of Florida, and Florida Sheriffs Association contracts. Revenue from cooperative and state contracts is approximately \$2 million per year the last three years.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Federal Contracts Corp has a long history serving federal and military agencies. Traditionally, the majority of revenue is derived from these government verticals. FCC is reaching a point of saturation in these verticals and sees education as an untapped market for our company. FCC was foundational in bringing heavy machinery into another well-known national cooperative organization. While FCC's total revenue currently into this vertical is less than one percent, we see this area as one of great potential and positive growth in the coming years.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of</p>	<p>Approximately \$2 million dollars per year. This represents approximately 2 percent of revenue.</p>

<p>your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<ol style="list-style-type: none"> 1. Florida Forest Service, Earl Seagroves, Operations and Management Consultant Manager, Forest Logistics and Support Bureau, Florida Department of Agriculture and Consumer Services, 850.681.5857, Marvin.Seagroves@FDACS.gov. Address: The Conner Building, 3125 Conner Boulevard, Suite K-120, Tallahassee, FL, 32399. Description of products supplied – FCC has supplied heavy construction equipment to this agency since 2017 for approximately \$1.5 million. Relationship is six years old. 2. Hillsborough County, Cory Gautier, Property Control Specialist Fleet Management, 813.307.1810, gautierc@hillsboroughcounty.org. Address: 410 S 78th Street, Tampa, FL 33619. Description of products supplied – Hillsborough County has purchased over 100 trailers for medium to heavy duty construction equipment. In addition, FCC has supplied a wide variety of medium to heavy duty construction equipment on both the Florida Sheriffs contract and state of Florida contract. Relationship is eleven years old. 3. Orange County Convention Center, Gary Chee, Assistant Project Manager/Capital planning, Orange County Convention Center, 407.685.7109, Gary.Chee@occc.net. Address: 9800 International Dr, Orlando, FL 32819. Description of products supplied – Multiple JLG E450AJ electric articulating boom lifts and multiple JLG 600AJ boom lifts. Relationship is two years old. 4. City of Lake Wells, Bev Pennington, Division Manager, Public Services, City of Lake Wells, 863.678.4154, bpennington@lakewalesfl.gov. Address: 201 W Central Ave, lake Wells, FL 33853. Description of products supplied – Wide variety of medium duty and heavy-duty construction equipment. Relationship is 4 years old. 5. Milwaukee County, Reilly Grava, Sr. Asset Management Analyst, Milwaukee County Department of Transportation, 414.257, 6578, Reilly.Grava@milwaukeecountywi.gov. Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226. Description of products supplied – Multiple JLG boom lifts that being proposed for this contract. Value is approximately \$500,000. Relationship is two years old
<h2>2. <u>Products & Services</u></h2>	
<h3>2.1. PRODUCTS & SERVICES</h3>	

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>The products in this proposal are provided by Terramac. Terramac rubber track crawler carriers are the only unit in their category that are assembled in and supported by a US-based company. Assembly takes place in Milwaukee, WI., Topeka, KS., and St. Louis, MO. Terramac is based out of Sugar Grove, IL. and is the only crawler carrier manufacturer partnered with a full-line dealer network across the US and Canada. The Terramac dealer network is comprised of 27 dealers with over 250 total branch locations with approximately 500 service technicians. We pride ourselves on our internal service and support team who travel to train our dealers and support customers in the field. Terramac warranty includes 2 year/1,000 hour on all new machines which is the leading the industry (compared to the average 1 year/1,000 hour of other carrier manufacturers). Terramac products are supported by their ‘Back the Track’ promise which tells customers:</p> <p>When you invest in a Terramac crawler carrier, you’re not only getting a superior machine that is built to tackle the toughest of jobs, but also a partnership that provides the continuous parts, service, and support you need over the lifetime of your machine. Terramac values the importance of all relationships and believes that supporting its products is just as important as manufacturing them. The Terramac Back the Track program embodies all of the company’s values, as well as those of Terramac dealers, to help customers be more productive</p> <p>Rubber track crawler carriers are a historically niche product which are quickly moving mainstream. This product serves a wide variety of industries including Construction & Excavation, Drilling, Environmental Restoration & Reclamation, Forestry, Government, Landfill Management, Mining, Pipeline, Renewable Energy, and Utility & Powerline, and more. When people discover the Terramac crawler carrier product line Terramac always hears “we don’t know how we lived without this!” and have rave reviews about the units ability to improve cycle times and increase productivity.</p>
<p>2.1.2. Repair & Maintenance. Are repair and maintenance services included in your proposal. If yes, please describe.</p>	<p>Repair and maintenance services are not being proposed.</p>
<p>2.1.3. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Terramac products fall squarely in the middle of the products requested for this proposal. There are no Terramac products available that fall outside the scope of work for this RFP.</p>


<p>2.1.4. Warranty. Describe notable features and/or characteristics of your organization's equipment warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p> <p>Provide a copy or link to the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this RFP.</p>	<p>The products in this proposal have a full coverage warranty for two years. A copy of the detailed warranty coverage has been included in this proposal.</p> <p>https://terramac.com/wp-content/uploads/2022/01/Terramac-Limited-Warranty-Rev-01.2022.pdf</p>
<p>2.1.5. Training. Describe any training made available to agencies who purchase equipment.</p>	<p>If FCC is awarded a contract, operator training and repair maintenance training can be quoted as an open market item.</p>
<h3>3. <u>Business Operations</u></h3>	
<h4>3.1.1. Logistics</h4>	
<p>3.1.2. Distribution & Shipping Capabilities. Describe how your organization plans to distribute the products/services within your geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>Terramac assembles machines in Sugar Grove, IL, St. Louis, MO, Milwaukee, WI, and Topeka, KS. Terramac products are distributed from these facilities in the US, and shipping is arranged with third party carriers to either final destinations, or a distribution point near the final location, with local delivery taking place in a way that best serves the customer. Expedited order requests are handled on a case-by-case basis. Customers can contact Federal Contracts Corp to determine if an order can be expedited or to learn if there is any inventory available that is similar to a standing order.</p>
<h4>3.2. Customer Service</h4>	
<p>3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Federal Contracts Corp will have two full-time dedicated staff to be available during normal business hours to assist with quotations and sales-related questions. Normal business hours will be Monday through Friday 8am to 5pm Eastern Standard Time. These staff members can coordinate with Equalis members to assist with after-sales questions. Their role will include helping, as needed and direct the Equalis member to the extensive Terramac dealer network which is trained to support the product both over the phone and through their mobile support teams.</p>
<h4>3.3. Customer Set Up; Order & Invoice Processing; Payment</h4>	
<p>3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your</p>	<p>Federal Contracts Corp will first determine if the agency requesting information is an Equalis member. If the agency is an Equalis member, FCC will proceed. If the agency in question</p>

response should include, but is not limited to, acceptable payment methods and standard payment terms.	is not an Equalis member, FCC will assist the agency in becoming an Equalis member. FCC will help the agency understand the best specifications to address their real needs. FCC will ensure the agency has the approved and current pricing. FCC will then provide a real-time quote for transportation charges and any fees related to training or pre-delivery inspections. Equalis members can request any open market items that would serve their need. FCC will provide an “all-in” price for these open market items with a discount from list price that matches the model for Terramac products. A final “all-in” quote will be provided to the Equalis member identifying all proposed charges and fees. Should the Equalis member choose to move forward, they would issue a purchase order to Federal Contracts Corp. Federal Contracts Corp will then place an order for the machine. When the machine is ready for shipment, FCC will coordinate with Terramac and the Equalis member to coordinate final delivery. Once the machine has been delivered and received by the Equalis member, Federal Contracts Corp will log the sale providing all the required information for the monthly documentation. FCC will invoice the Equalis member. Terms of sale are Net 30 days. Acceptable methods of payment are check or Automated Clearing House.
3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	Financing is not being offered by FCC in this proposal.
3.4. Sustainability, Reclamation, and Recycling Initiatives	
3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.	Federal Contracts Corp agrees to do business in an ethical and responsible manner concerning sustainable initiatives. Federal Contracts Corp is offering Terramac products on this contract and Terramac is dedicated to environmental improvements that foster a sustainable future.
4. <u>PRICING</u>	
4.1. Cost Proposal	
4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	Federal Contracts Corp will use a simple discount from manufacturers published list price, pricing model. The discount from list price will be codified in an awarded contract. This discount would remain constant for the life of the contract. The manufacturer’s MSRP pricelist will be available, via request by Equalis member, for the life of the contract.
4.1.2. <i>Auditable.</i> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure	Agencies and/or CCOG can easily verify pricing at any time by requesting the MSRP price list and Attachment B, Column J

compliance with pricing in the Master Agreement.	which will be the Final Price inclusive of pricing dictated in this section.
4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	Click or tap here to enter text.
4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	<p>The pricing offered is the best and last pricing available. We will not force Equalis members to buy in quantity to receive our best pricing. Best available pricing is achieved by purchasing only one unit. There are no quantity or volume discounts nor rebate programs..</p>
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.	<p>All items are determined to be FOB Origin. Cost of shipping will need to be calculated at the time of Equalis member request for information. Due to the varied nature of the Terramac products, and due to the varied geographic area being serviced, a preset amount for shipping is not feasible, cost efficient, or logical. These rubber crawler carriers can be upfitted to include different options which make determining a freight price variable dependent on the capabilities the Equalis member requests. A Terramac product with no options versus a product with multiple options shipping to Miami or Seattle can vary tens of thousands of dollars. Additionally, shipping a freight truck 100 miles in the Great Plains states versus shipping a freight truck 100 miles through New York City to Philadelphia present vastly different cost structures. A preset shipping cost would need to be artificially high to protect against potentially catastrophically negative costs. Curating shipping costs in real-time for the actual unit being requested to a specific location is the most accurate and cost-effective way to calculate the exact costs associated with delivery to the final location. Once shipping has been quoted to an Equalis member and a purchase order has been accepted, shipping will remain firm and fixed.</p>
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.	<p>Request for open market "sourced" items can be added to quotes at Equalis members requests. The pricing model for these items will discount from list price. Acceptance of the quoted sourced non-standard items is at the discretion of Equalis members.</p>

<p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5 – Pricing.</u></p>	
<p>4.1.7. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>In some instances, there may be additional costs beyond just the product and delivery. Some products may require installation, set up, training or inspections. Costs for these services can vary greatly across geographic regions. For example, one hour of service training labor can vary greatly from New England to the Southeast. Any and all charges will be provided on a quote to Equalis members prior to any order. Equalis members will have the ability to identify a final and delivered price for any and all Terramac products offered in this proposal. Once a purchase order has been accepted, all pricing will be firm and fixed for all costs associated with an acquisition and will be fully disclosed prior to any purchase order being accepted by Federal Contracts Corp.</p>
<p>5. <u>GO-TO-MARKET STRATEGY</u></p>	
<p>5.1. Bidder Organizational Structure & Staffing of Relationship</p>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> 1. Executive contact – Russell (Rusty) Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com 2. Contract manager – Linda Rose Danial, Operations Manager. 813-631-0000, lindarose@federalcontractscorp.com 3. Sales Leader - Pete Pierson – 813.631.0000, pete@federalcontractscorp.com 4. Reporting Manager – Linda Rose Danial – 813.631.0000, lindarose@federalcontractscorp.com 5. Marketing Manager – Rusty Pugh – 813.631.0000, rusty@federalcontractscorp.com <p>The primary contact will be the sales leader, Pete Pierson.</p> <p>LinkedIn profiles are linked below in lieu of resumes.</p> <p>Rusty (Russell) Pugh LinkedIn Pete Pierson LinkedIn Linda Rose Danial LinkedIn</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Federal Contracts Corp has an eight-person sales staff. This team attends trade shows and conducts site visits for product demonstrations. We are dedicated to marketing and delivering our solutions to Equalis members and potential Equalis members. FCC is supported by the Terramac sales organization as we currently work hand in hand for federal and military sales. Terramac has an internal sales team which Federal Contracts Corp will</p>

	have contact with. Terramac's sales team is comprised of nine individuals with a Vice President, six regional sales managers, sales analyst, and product analyst. The geographic coverage of Terramac is extensive covering North America and Canada.
5.2. Contract Implementation Strategy & Expectations	
5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?	FCC and Terramac expect to serve Equalis members with the most desirable rubber crawler carriers available in the marketplace. Equalis will be our first and best solution for cooperative purchasing. FCC and Terramac will jointly be responsible for setting goals and objectives and delivering on these. We will plan trade shows and work schedules together to serve Equalis members. FCC does not expect Equalis to carry the load solely for marketing our contract. FCC is committed to meeting expectations for a successful representation of our contract with regard to bringing new members to Equalis and serving members completely and ethically.
5.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> 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>Federal Contracts Corp has submitted a comprehensive Five-Year Sales Vision and Strategy Document as a supplement to this response here in 5.2.2. Our three- to five-year sales objective for local government, K-12 and higher education agencies incorporate our vision to be a market leader in government contract solutions through meaningful customer connections resulting in optimized return on invested resources. We anticipate that we will secure at least \$2 million a year in sales in year three to these specific market channels, with the goal of 25% year over year incremental growth in year four and five by utilizing our mutually agreed upon sales and marketing strategies as well as aggressively promoting our awarded contract through our partner distribution channels.</p> <p>Marketing and promoting our Equalis contract as our first and best legal pathway will also be a vital part of our overall sales and marketing strategy for SLED. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with the Equalis competitive bid cooperative contract option.</p> <p>In addition, once a contract is awarded, Federal Contracts Corp will roll out a formal sales training program, in conjunction with training materials provided by Equalis, outlining our processes and procedures on how to promote and interact with the Equalis contract. This training opportunity will be provided to our internal and external partner sales force in a variety of communication strategies. As mentioned previously, a comprehensive sales strategy document has been submitted with this proposal.</p>

<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Our top line sales projection is for \$500,000 in year one. In year two we expect to double to \$1 million. In year three we expect sales to double again to \$2 million. In year four expect to grow to \$2.5 million. In year five our expectation is to reach \$3.125 million in yearly sales.</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Admin Fee, Reporting, and Compliance</p>	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Reporting compliance is confirmed. Federal Contracts Corp will meet the reporting requirements and schedule as outlined in 6.1.2.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the</p>	<p>Federal Contracts Corp holds a General Services Administration contract as well as multiple Defense Logistics Agency contracts and federal BPA's (Blanket Purchase Agreements). We consistently achieve very high CPAR ratings (Contractor Performance Assessment Rating). For all our contracts, we have multiple layers of self-auditing to ensure compliance. Our internal point</p>

Contract, and Winning Supplier remit the proper admin fee to Equalis.	of contact for this contract will be required to document all sales in this contract. This documentation will be audited by our internal master contract manager overseeing all government contracts. A final audit will take place with the accounting team who will provide an additional check to ensure compliance. These layers ensure we comply with all required certifications, regulations, and modifications for our federal and defense contracts. Sales for this Equalis contract will have a similar triple layer of auditing. All sales for this contract will flow through only two people who will employ dual pricing authentication. One provides the pricing while a secondary team member reviews for compliance. Compliance will be in adherence to the agreed upon discount from publicly listed MSRP. Our internal master contract manager will compile the monthly reporting. This report will then be reviewed by accounting. These multiple layers of audit and review by various individuals will ensure and verify compliance. We will employ this.
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PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐Yes ☒No

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

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")

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

List certifying agency:

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☒Yes ☐No

List certifying agency: US Small Business Administration

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐Yes ☒No

List certifying agency:

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☒Yes ☐No

List certifying agency: US Small Business Administration

f. Other

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

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

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Certifications for SDVOSB and HUBZone are included. Federal Contracts Corp self-certifies as a small business based on confirmed head count and primary NAICS definition of small business, as is allowed by the US Small Business Administration.

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a 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.

Provide statement here. There have been no claims, formal or otherwise, made against the performance of Federal Contracts Corp for the provision of products and services that are the same or similar to those to be provided for the program which is the subject of this RFP

2. *Mandatory Disclosure of Governmental Investigations.*

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

Provide statement here. Federal Contracts Corp has not been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to the performance of services similar to those described in this RFP.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- ☐ Yes
- ☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

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

I, Russell (Rusty) Pugh, hereby certify and affirm that Federal Contracts Corp, 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, Russell (Rusty) Pugh, hereby certify and affirm that Federal Contracts Corp, 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, Russell (Rusty) Pugh, hereby certify and affirm that Federal Contracts Corp, 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, Russell (Rusty) Pugh, hereby certify and affirm that **Federal Contracts Corp** either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

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

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: Bidder does not agree and takes exception,
submitted in Proposal Form 17, page 47.

Printed Name: Click or tap here to enter text.

Company Name: Click or tap here to enter text.


Mailing Address: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

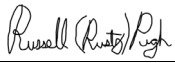
Respondents Name:	<u>Russell (Rusty) Pugh</u>
Mailing Address:	<u>12918 N Nebraska Ave, Tampa, FL 33612</u>
Signature	<u></u>
Title of Signatory:	<u>Executive Vice-President</u>

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

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

Signature: 
Date: June 15, 2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

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

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

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

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

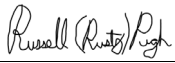
Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

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

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

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

Signature: 
Date: June 15, 2023

PROPOSAL FORM 13: 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.

Does Bidder agree? ☒ RP, Yes, bidder agrees to not boycott Israel at any time.
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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

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

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 Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

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

3. Equal Employment Opportunity

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

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

4. Davis-Bacon Act

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

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

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

8. Debarment and Suspension

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

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

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

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

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

Does Bidder agree? No, bidder does not agree. Bidder takes exception. Exception can be found on Proposal form 17, page 47.

(Initials of Authorized Representative)

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

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

Does Bidder agree? Yes, bidder agrees, RP

(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? Yes, bidder agrees, RP

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

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

Does Bidder agree? Yes, bidder agrees, RP


(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? Yes, bidder agrees, RP
(Initials of Authorized Representative)

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

Authorized signature: 

Printed Name: Russell (Rusty) Pugh
Company Name: Federal Contracts Corp
Mailing Address: 12918 North Nebraska Avenue, Tampa, FL 33612
Job Title: Executive Vice-President

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

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

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

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

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

Registered Sex Offender Restrictions (Arizona)

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

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree? ☒ Yes, bidder agrees, RP
(Initials of Authorized Representative)

Date: ☒ June 12, 2023

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

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

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

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

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

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

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

Company Name: Click or tap here to enter text.

Street: Click or tap here to enter text.

City, State, Zip Code: Click or tap here to enter text.

Complete as appropriate:

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

OR:

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

OR:

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

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

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

Signature: _____
Date: Click or tap here to enter text.

B. Non-Collusion Affidavit

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip: Enter Bidder Name

State of New Jersey

County of **Insert County name**

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

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

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

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

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

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

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

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

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

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

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

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

CONTRACTOR INSTRUCTIONS

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

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

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

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

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

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

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

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

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

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

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

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List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

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

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

E. Stockholder Disclosure Certification

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

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

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

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Proposal Form 9 – Clean Air and Clean Water act. Federal Contracts Corp primary NAICS code is 333120. For this NAICS code, Federal Contracts Corp is considered a small business. As a small business, Federal Contracts Corp is exempt.

Proposal Form 14 Section 11 – Profit as a separate element of price

Federal Contracts Corp (FCC) takes exception to Proposal Form 14: Federal Funds Certification Forms Section 11. Profit as a Separate Element of Price. FCC takes exception to the inclusion of this clause as it is the responsibility of the Equalis Member to understand the requirements of using Federal Funds for purchasing per the 2 CFR 200 which is applicable to non-federal agencies using Federal Funds. FCC is willing to help the Member understand the difference within this section, but FCC does not agree to the writing of the subsection as FCC will not be negotiating profit separate from price as our pricing has been found fair and reasonable by being awarded the Equalis contract.

Accepted by DJR on 8.10.2023

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

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

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

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

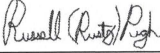
Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

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

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

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

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Federal Contracts Corp
Address	12918 North Nebraska Avenue
City/State/Zip	Tampa, FL 33612
Phone Number	813.631.0000
Email Address	rusty@federalcontractscorp.com
Printed Name	Russell (Rusty) Pugh
Job Title	Executive Vice-President
Authorized Signature	


Initial Term of the Master Agreement


Contract Effective Date:	September 1, 2023
Contract Expiration Date:	August 31, 2027
Contract Number:	COG-2149B

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

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

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

By:	
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	8/10/2023

By:	
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	8/11/2023