



Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor: Federal Contracts LLC, DBA Federal Contracts Company

Contract Number: R10-1175A

Effective Date: March 1, 2025

Initial Term Expiration Date: February 29, 2028

Renewable Through: February 28, 2030

RFP Process Information

RFP Number: RFP R10-1175

RFP Title: Utility, Golf Cart, and Transportation Vehicles, Parts and Services

Dates Advertised: November 8 & 15, 2024

of Vendors that Requested RFP: 25

Questions Due: December 5, 2024

Public Bid Opening Date and Time: December 13, 2024, 2:00 pm

CT # of Responses Submitted: 5
Number of Awarded Vendors: 3

Date of Board Approval: February 19, 2025

Evaluation Criteria

Products/Pricing (30 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
MWBE Status/Programs (10 Points)
Commitment to Members (10 Points)

Summary

Region 10 Education Service Center solicited RFP R10-1163 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as "piggybackable") contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or "EDGAR" requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10's public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184

Your Local Equalis Representative: Find them here

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at *Education Service Center*, *Region 10, 400 E Spring Valley Rd, Richardson, TX 75081*

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 <u>Customer Support</u>: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 Term: The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 - REPRESENTATIONS AND COVENANTS

- 3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 <u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 <u>Vendor's promise</u>: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 <u>Vendor contract documents</u>: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 <u>Form of contract</u>: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 <u>Assignment of Contract</u>: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 <u>Contract Alterations</u>: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

- 4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.7 <u>Supplemental Agreements</u>: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

- 5.1 <u>Cancellation for cause</u>: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.
- 5.2 <u>Delivery/Service failures</u>: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time:
 - **v.** Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - **vi.** Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 <u>Force Majeure</u>: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 <u>Cancellation for convenience</u>: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 <u>Duty to keep current license</u>: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 <u>Suspension or Debarment</u>: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 <u>Survival Clause</u>: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 <u>Delivery</u>: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

- specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.
- 7.2 <u>Inspection & Acceptance:</u> If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 <u>Responsibility for supplies tendered:</u> Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 <u>Additional charges:</u> Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 <u>Buyer's delays:</u> Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 <u>Payments</u>: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 <u>Tax Exempt Status</u>: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 - PRICING

- 9.1 <u>Market competitive guarantee</u>: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 <u>Price increase</u>: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
 - Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.
 - It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.
- 9.3 <u>Additional Charges</u>: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 Price reduction and adjustment: Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 <u>Prevailing Wage</u>: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 <u>Administrative Fees</u>: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 <u>Price Calculation</u>: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 <u>Current products</u>: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 <u>Discontinued products</u>: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

- and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 <u>Product line</u>: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 <u>Warranty conditions</u>: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 <u>Buy American requirement</u>: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 <u>Domestic preference:</u> Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 - SITE REQUIREMENTS

- 12.1 <u>Cleanup</u>: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 <u>Site Preparation</u>: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 Registered sex offender restrictions: For work to be performed at schools, Vendor 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 or are reasonably expected to be present. Vendor 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 Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 <u>Safety measures</u>: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 <u>Smoking/Tobacco</u>: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

- 12.6 Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
 - Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 <u>Maintenance Facilities and Support</u>: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 <u>Funding Out Clause</u>: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
 - "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 <u>Disclosures</u>: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
 - 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 <u>Indemnity</u>: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 <u>Franchise Tax</u>: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 <u>Marketing</u>: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 <u>Insurance</u>: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
 - 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
 - 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
 - 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
 - 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 <u>Legal Obligations</u>: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Federal Contracts LLC, DBA Federal Contracts Company takes exception to the following:

Proposal Form 4: Clean Air Water Act

Federal Contracts LLC DBA Federal Contracts Company's primary NAICS code is 333120. For this NAICS code, Federal Contracts LLC DBA Federal Contracts Company is considered a small business. As a small business, Federal Contracts LLC DBA Federal Contracts Company is exempt.

Proposal Form 12: Profit as a Separate Element of Price

Federal Contracts LLC, DBA Federal Contracts Company (FCC) takes exception to Proposal Form 12, 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 Equalis members understand the difference with this section, however, 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 determined and found fair and reasonable if awarded an Equalis ocntract.

Proposal Form 15: Ownership Disclosure Form (N.J.S. 52:25-24.2

FCC does not include New Jersey in our proposal so we do not affirm any state of New Jersey documentation in our RFP response.

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Federal Contracts LLC, DBA Federal Contracts Company
Address	12918 N Nebraska Ave
City/State/Zip	Tampa, FL 33612-4446
Telephone No.	813-631-0000
Fax No.	813-631-0008
Email address	rusty@federalcontractscorp.com
Printed name	Russell Pugh
Position with company	Executive Vice-President
Authorized signature	Russell Pugh
Term of contract March 1	, 2025 to February 28, 2028
	racts are for a period of three (3) years with an option to renew annually for an I to by Region 10 ESC. Vendor shall honor all administrative fees for any sales ether renewed or not.
Full Ollin	3/25/2025
Region 10 ESC Authorized Agent	Date
Dr. Rickey Williams	
Print Name	
Equalis Group Contract Number	R10-1175A





REQUEST FOR PROPOSAL #R10-1175 FOR: Utility, Golf Cart, and Transportation Vehicles, Parts and Services

November 8, 2024

Section Two:

Proposal Submission, Questionnaire and Required Forms

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal. **PROPOSAL FORM 1: ATTACHMENT B - PRICING OUESTIONNAIRE & EVALUATION CRITERIA:** PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA OTHER REQUIRED PROPOSAL FORMS: PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES PROPOSAL FORM 4: CLEAN AIR AND WATER ACT PROPOSAL FORM 5: DEBARMENT NOTICE PROPOSAL FORM 6: LOBBYING CERTIFICATION PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295 PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION PROPOSAL FORM 11: RESIDENT CERTIFICATION PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2) PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

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PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

PROPOSAL FORM 1: ATTACHMENT B - PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which <u>may</u> be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet). Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	What is your company's official registered name?	Federal Contracts LLC, DBA Federal Contracts Company
	What is the mailing address of your company's headquarters?	12918 North Nebraska Avenue, Tampa, FL 33612
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Todd Pegher, Contracts Specialist, todd@federalcontractscorp.com, 813.631.0000
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	Yes
	Do you offer any other promotions or incentives for customers? If yes, please describe.	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

Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?	All utility vehicle models, and option pricing have been made public. Fees regarding shipping, installation and other peripheral costs are curated specific to each individual request. Cost of shipping will need to be calculated at the time of Equalis member request for information. Due to the varied nature of Polaris products, and due to the geographic area being serviced (all 50 states), a preset amount for shipping is not feasible, cost efficient, nor in the member's best interest. 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. For example, Polaris UTV's are manufactured just outside Minneapolis. A unit shipping to Minneapolis will not be the same cost as shipping to San Diego. 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. All costs and fees will be disclosed to Equalis members before acceptance of purchase orders. Once an Equalis member purchase order has been accepted against a quote for machines, shipping, installation and all other fees, costs will be firm and fixed.
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	FCC, as a utility vehicle expert, will help the agency understand the best specifications to address their real needs. This will include FCC consulting directly with Polaris or facilitating a connection between the Equalis member and Polaris 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 Polaris 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 Company, once an order is accepted, this pricing will be firm and fixed. Federal Contracts Company will then place an order for the machine. When the machine is ready for shipment, FCC will coordinate with Polaris and the Equalis member to coordinate final delivery. Once the machine has been delivered and received by the Equalis member, Federal Contracts Company 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.
Other factors relevant to this section as submitted	No answer is required. Region 10 will utilize	your overall response and the products/services provided in Attachment B to make this
by the Respondent	determination	
Performance Capability (25 Points)		
Product and service features and capabilities	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	We are offering all Polaris off road vehicles. This will include single and two person All- Terrain Vehicles. Side-by-Side Vehicles which are larger off-road vehicles for multiple passengers such as the Polaris RZR, Ranger, and General. Additionally, we will be offering Polaris recreational and utility snowmobiles. These items come in a variety of power sources such as diesel, gas, and electric. Power source varies by model.
	Outline how your products and services compare to those of your competitors.	Government customers have unique use cases and challenges for their fleets that are not present in the consumer market. Polaris recognizes that and is the only ff-road OEM to provide law enforcement, fire and rescue personnel with turn-key vehicle solutions,

 <u> </u>	
	validation, warranty, training and service. This is paramount for departments to have
	confidence that the integration is validated on the vehicle and supported with a warranty.
Outline applicable quality control testing	Polaris has annual production of over 400,000 vehicles that meet all high internal and
measures that ensure durability of your	regulatory industry standards established by ROHVA - Recreational Off-Highway Vehicle
products.	Association. From front to back, Polaris rigorously tests its machines for thousands of hours.
	Polaris' durability simulator replicates real-life conditions to test if a vehicle can withstand
	various stresses and loads. The simulator's main job is to look for issues like vehicles fatigue
	and parts wear. The VDS test is used to accelerate durability, driving more product
	improvements to improve overall reliability and durability. Also, the drop test is one way
	Polaris evaluates peak suspension events. Polaris also places vehicles in a noise chamber to
	measure sound read out.
Describe performance capabilities of	Polaris offers traditional gas and diesel off road vehicles. In the last few years, Polaris has
electric power options compared to	entered the electric vehicle market. Polaris off road electric vehicles are battery powered
gasoline/diesel counterparts including	with AC drive motors. AC drive motors allow for greater torque than traditional power
run/charge times.	sources. This serves the off-road market well. Batteries supply direct current which is
	converted to alternant current to drive motor speed and torque. Units with the 14.9 kWh
	lithium-ion batteries have a maximum range up to 45 miles. Units with 29.8 kWh capacity
	lithium-ion batteries have a maximum range of up to 80 miles. Charging is compatible with
	both 110v and 240v outlets. Charging times range from overnight for 110v to approximately
	5 hours with the 240v charger. Polaris XP Kinetic UTV's deliver 110-HP and 140lb ft torque.
	Units have 1,250lb hauling capacity and 2,500lb towing capacity.
Outline how your offerings meet industry	While Polaris vehicles do not directly address ADA needs with commercial off-the-shelf
regulations such as ADA accessibility.	products, they are highly modifiable to meet various needs through aftermarket third-party
	providers. Things such as adaptive driving aids are available to retrofit Polaris vehicles in the
	marketplace. Polaris supports programs that aim to increase access to outdoor recreation for
	people with disabilities. They work with organizations that advocate for inclusive trail
	systems and off-road access.
Outline applicable rental/leasing programs	The vehicles offered in this proposal are for purchase or lease only. There is currently no
offered.	rental program available. Lease options can be curated on an individual basis as needed.
Outline your fleet management solutions	Polaris has invested heavily in management and tracking solutions. Polaris Ride Command is
including real time tracking and diagnostics	a cutting-edge technology system designed to enhance off-road experiences for integrating
features.	navigation, communication, and vehicles management features. Some of the key features
	are Vehicle Diagnostics and monitoring. This displays in real time data like speed, engine
	performance, elevation, and fuel levels. GPS navigation, including high-resolution, full color
	topographic maps. Real-time tracking of trails, routes, and waypoints. Preloaded trails and
	off-road routes are available in many regions. Offers turn by turn directions. Another feature
	is Group Ride functionality which allows riders to track the locations of other members of
	their group on the map, even without cellular coverage. This enhances safety and
	convenience. Many of the features of Ride Command are designed with route planning and
	vehicle efficiency in mind. Ride Command is available on select units.
Describe your capabilities for vehicle	All Polaris units start as a highly customizable base model. Polaris has one of the widest
upfitting and customization including	ranges of options in the marketplace. In fact, Polaris has a build and price tool to allow
timeline for completion.	Equalis members to build their own machine, including all accessories available. This way,
jo. completion	Equalis members will know at their leisure what options will fit on the machine of their
	-1

	List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	choice. The typical lead time for base models is approximately 180 days or less. Adding options can extend lead times and varies by option. A link to the Polaris build your unit feature is included here. Build Your ATV, UTV or SxS Polaris Polaris has hundreds of authorized dealerships throughout the United States, including in Hawaii and Alaska. Some of the highest concentration of dealerships are located in Texas, Wisconsin, and Pennsylvania. Polaris dealerships are authorized to offer after-sales support including parts and service. Please note, we will be taking an exception to both Arizona and New Jersey. We will not be selling or supporting these two states in our proposal.
	Outline any value-added capabilities not already addressed.	Polaris offers fully validated, turn-key solutions for Law Enforcement agencies as well as Fire and Rescue departments to include emergency lighting solutions and fire/rescue skids. Extended warranties are available with up to an additional 48 months. Availability and length vary by model. Additionally, Polaris offers many training packages such as driving certification course, mechanic certification course, fleet maintenance for up to 15 vehicles, Master drive training course, driver safety training course. Battle damage assessment training.
Lifecycle costs and value retention	Describe how your organization stays relevant with product innovation.	Federal Contracts Company is a member of many trade organizations and uses these connections and events to stay relevant. Groups such as the APWA (American Public Works Association), SAME (Society of American Military Engineers), AED (Associated Equipment Distributors), ARA (American Rental Association), AUSA (Association of the United States Army), etc.
	Describe how your vehicles retain residual value over its lifecycle.	Polaris is a market leader, growing market share over the last few years. As a manufacturer in high demand, residual value remains elevated compared with other competitors. With another gain in market share in 2024, Polaris vehicles continue to be in high demand driving used values.
Maintenance capabilities and operating costs	Outline your preventative maintenance program for the offered products and services.	Polaris offers maintenance packages as well as service training packages. Extended warranties are also available. Polaris dealers will typically offer seasonal and yearly inspections for a small fee.
	Identify certifications and qualifications required by technical and maintenance staff.	Polaris leverages the vast dealer network throughout the US to provide local service support. Depending on the product line, Polaris dealers are required to complete a robust training curriculum through University of Polaris to receive the Master Service Dealer (MSD) certification. At Polaris, we continually evolve the MSD certification program to give dealers and technicians the knowledge and skills they need to provide a positive and comprehensive after the sale customer experience. MSD certified technicians, who complete bronze, silver, or gold certifications based on the product line, are empowered to set up, maintain, and repair vehicles the first-time keeping customer vehicles in operation. Polaris employs a team of technical service representatives who support dealers via phone or electronic technical case support. These representatives are committed to prompt and accurate support of dealers who need additional troubleshooting or technical support to ensure vehicle downtime is minimized. 19 technical service representatives who support RANGER Off-Road Utility Vehicles, All-Terrain Vehicles Pro XD and Snowmobiles. In addition to Polaris's extensive North American dealer network, Polaris Government and Defense has a dedicated staff of Field Support Representatives (FSR) led by a Field Support and Training manager. The

		,
		team consist of ten FSR's geographically dispersed in six states with service trucks, tools, test equipment and spare parts/ Additionally, the Manager and FSR's monitor a dedicated tech support line and email inbox to more rapidly respond to service questions.
	Outline any maintenance specialists for different types of vehicles and applicable training the above technicians must undergo.	All Polaris staff maintenance trainers are required to be qualified drivers and operators, as well as demonstrate proficiency for advanced diagnostics. Additionally, they must attain a level 30 depot repair level of proficiency. Polaris has multiple trainers and maintenance specialists available to demonstrate Battle Damage Assessment and Repair, ROHVA (recreational off-road Vehicle Asc. Driving courses, driver safety training, and new equipment training.
	Describe any mobile service truck and on site repair capabilities.	Polaris corporately does not offer mobile or on-site repair; however, they have conveniently located certified dealerships strategically located throughout the US. These certified dealerships specialize in diagnostics and repair of Polaris vehicles when needed.
	Outline typical operating, fuel and maintenance costs including costs related to electric and alternative fuel models.	Electric powertrains require far less routine maintenance than a traditional combustion engine. This eliminates the need for oil, gas, filters, and clutches, drastically reducing maintenance costs as well as wear and tear, which some studies have shown will extend the life span of the unit. Electric powertrains have a lower cost per mile to gas and diesel as they are more efficient at converting the energy source. Additionally, the cost per change is significantly lower than fuel tank charges. Regenerative braking reduces brake wear and extends brake lifespan as well as sending stored energy back to the source. Lastly, electric UTV's earn in some instances environmental and tax incentives that vary by location.
Training and technical support	Outline any operator training, technical support, and resources provided for your products and services.	The Polaris Government and Defense Field Service and Training team offer numerous courses in proper driving and maintenance. These courses are optional, with prices provided in the proposal. Thes courses include the following. - PD1236 -New Equipment Training - PD1238 -Mechanic Certification Course - PD1241-1 Week Fleet Maintenance for 15 Vehicles - PD1242- Master Driver Training Course - PD1243- Drivers Safety Training Course - PD1245- Advanced Diagnostics and Drivetrain Certification Course The Polaris website contains a wealth of information and resources regarding the subject as well. Government & Defense Vehicle Training Polaris Government & Defense
Quality control and warranty	Outline your quality control process during manufacturing/assembly to ensure consistency across your vehicle line.	Polaris builds quality into their manufacturing lines as opposed to quality control at the end of the line. They are renowned for delivered quality and have a decades old reputation for durability in tough conditions. A hybrid manufacturing approach of "Just in Time" as well as building long-term relationships with their supply chain is part of a overarching strategy of lean manufacturing. This includes kanban systems, heijunka boards, andon systems, takt time monitoring, and other various lean manufacturing processes. These systems are designed to drive kaizen (good change), eliminate "muda" (waste) and ensure minimal defects. These quality control measures are built into the manufacturing process to ensure delivered quality. With a proven track record of repeatability that has earned Polaris a spot as one of the top producers of ATV's and UTV's in the world, they utilize standard work instruction across all manufacturing/assembly locations. This, in turn, allows for very low

		tolerance levels in deviation of production, as well as quality controls measure instituted at
		different intervals of production, to ensure a consistent product.
	Describe your warranty coverages.	Polaris offers a full One (1) year warranty on all vehicles against manufacturing defects. Additional years of protection may be added by the end user as well, at the point of sale.
Customer service/problem resolution	Describe your company's Customer Service	FCC equipment sales hours of customer service are 8am to 5pm EST, Monday through Friday.
	Department (hours of operation, how you	However, Polaris has an extensive dealer network that is empowered to provide after sale
	resolve issues, number of service centers,	service and support. Additionally, Polaris has a dedicated "Click to call" line that can also be
	etc.).	used. Link is included here. Help Center - Customer Support Polaris Off-
	,	Road
Financial condition of vendor	Demonstrate your financial strength and	Federal Contracts Company has never touched our open line of credit, we are
	stability with meaningful data. This could	solvent and profitable. We are a brick-and-mortar business with a robust sales staff
	include, but is not limited to, such items as	and an overall headcount of approximately 25. We have exceeded our top line
	financial statements, SEC filings, credit &	revenue from the previous year of business every year since our founding. Included in
	bond ratings, letters of credit, and detailed	our proposal are multiple letters of reference. FCC has included a letter of reference from
	refence letters	Bank of America that notes our 20-year relationship as well as our banking with includes
		deposits over seven figures.
	What was your annual sales volume over	2022 - \$82 million, 2023 - \$123.5 million, 2024 YTD - \$135.5 million.
	last three (3) years?	
	Outline the process timeline for product	Polaris builds all their units to meet the specifications of the end user. At the time of
	pickup, delivery and any other applicable	completion, they ship the unit to the end user's location, ready for use. Set up and
History of meeting products and services deadlines	capabilities not already addressed.	accessorizing is complete upon delivery of the unit. Delivery timeline will be dependent on
		which vehicle is specified, combined with accessories needed, but we expect between 60 and
		180 days ARO.
Other factors relevant to this section as submitted	Describe the capacity of your company to	Federal Contracts Company tracks all sales, awards, pipeline, and quote activity. This tracking
by the Respondent	provide management reports, i.e.	is updated three times daily in Microsoft Business Central. Our robust data analytics team
	consolidated billing by location, time and	can provide open order reports, expected delivery dates, quote activity and consolidated
	attendance reports, etc. for each eligible	billing by location as requested by Equalis or Region 10 with appropriate notice.
	agency	
	Provide your safety record, safety rating,	Federal Contracts Company has had no OSHA or worker's compensation recordables in the
	EMR and worker's compensation rate	previous 24 months.
	where available.	
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	<u>Federal Contracts Corp – National Reach, Personal Touch!</u>
	Please provide a brief history of your	Federal Contracts Company was founded in 2003 by Clark and Tricia Ricke with the goal of making
	company, including the year it was	government purchasing simple. By representing equipment manufacturers to government
	established.	agencies FCC would bridge the gap between supplier and government agency. First year sales
		were \$18,000. In 2005 a third employee was hired. By 2009 the team had grown to five team
		members representing 8 manufacturers. By 2014 the team had grown to 10 team members
		representing 26 manufacturers to federal agencies. Today, FCC has grown to 25 team members
		representing approximately 60 manufacturers to federal, military, state, local, education, and non-
		profit agencies. Revenue is nine figures. Anticipated revenue for 2025 is approximately
		\$200,000,000.

Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	This is our first opportunity to partner with Region 10.
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable Please find requested information in additional documents submitted.	Executive contact — Rusty Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com Contract manager — Linda Rose Danial — 813.631.0000, lindarose@federalcontractscorp.com Sales Leader — Brent Mayes — 813.631.0000, brent@federalcontractscorp.com Reporting Manager — Linda Rose Danials — 813.631.0000, lindarose@federalcontractscorp.com Marketing Manager — Todd Pegher — 813.631.0000, Todd@federalcontractscorp.com The primary contact will be FCC Operations Manager, Linda Rose Danial.
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	2022 - \$1,675,299, 2023 - \$3,410,151, 2024 - \$8,371,630
	What is your strategy to increase market share in the public sector?	Federal Contracts Company has steadily increased its market share in the public sector the last few years. Last year, FCC doubled previous year's SLED sales. In 2024, we have more than doubled SLED sales. Our sales goal for 2025 is to again double top line revenue. FCC has put an increased focus on understanding the unique needs and requirements of SLED agencies as opposed to just our traditional customer base of federal and military. FCC has dedicated sales personnel to the SLED vertical. This is to ensure we properly serve this marketplace. Additionally, we recently purchased a metadata analytics program that updates in real time with GovWin by Deltek. This package includes 300,000 government agency contacts. We will leverage this database as part of our marketing strategy and efforts moving forward. GovWin also connects FCC to government agency budgeting analytics as well as current and forthcoming opportunities for the next 12-18m months. FCC will engage in trade shows, conferences, and events that are viewed as supporting our strategy for growth. Lastly, FCC will partner with Region 10 and Equalis to create growth strategies that serve both entities.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	Federal Contracts Company has never been involved in bankruptcy proceedings in its history. Additionally, the company has not been involved in any applicable litigation. The company has a strong financial history with increased sales every year since inception. FCC has never touched an open line of credit.
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number;	 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.

Company profile and capabilities	years serviced; description of services; and annual volume Do you plan to sell to customers directly, use resellers or subcontractors, or a	 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. 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. 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. 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. Federal Contracts Company will be the sole source for selling to Equalis members. FCC will utilize the Polaris government defense team for sales support; however, all sales will be
	combination of both? If you intend to use resellers and/or subcontractors, describe	routed through Federal Contracts Company.
	your process for ensuring that resellers and	
	subcontractors comply with the pricing and	
	terms of the contract.	
Exhibited understanding of cooperative purchasing		your overall response to this questionnaire to make this determination. Previous experience
	with cooperatives is not necessary to score w	
Other factors relevant to this section as submitted by the Respondent	If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes,	Our company is privately held. The company has never been owned or operated by anyone convicted of a felony.
	a detailed explanation of the names and	
	conviction is required.	
	·	ations and certifications issued by federal, state and local agencies, and any other licenses,
		governmental entity with jurisdiction, allowing Respondent to perform the covered services.
	These will be provided in the space provided	
MWBE Status and/or Program Capabilities	s (10 Points)	
MWBE status, subcontractor plan, and/or joint	Please indicate whether you hold any	FCC is both a certified Small Business and a certified HUBZone small business. Our HubZone
venture program	diversity certifications, including, but not	certification has been included with our documentation submission
-	<u> </u>	

	limited to MWBE, SBE, DBE, DVBE, HUB, or	
	HUBZone	
	Do you currently have a diversity program	FCC has previously considered a Mentor Protégé' program. However, FCC is too large to
	in place, such as a Mentor Protégé	serve as a Protégé'. FCC is considering acting as a mentor to a woman owned business in
	Program or subcontractor program? If you	2025. Additionally, FCC has chosen to not enter into a non-populated joint venture which is
	have a diversity program, please describe it	what would be required in an MPP.
	and indicate whether you plan to offer your	
	program or partnership through Equalis	
	Group?	
	Please attach any certifications you have as p	part of your response to Form 3.
Good faith efforts to involve MWBE	Did your company contact MWBEs or	In this particular situation, FCC did not believe a partnership would be executable for
subcontractors in response	minority chambers of commerce by	company documentation.
	telephone, written correspondence, or	
	trade associations at least one week before	
	the due date of this RFP to provide	
	information relevant to this opportunity	
	and to determine whether any MWBEs	
	were interested in subcontracting and/or	
	joint ventures?	
Demonstrated ongoing MWBE program	Outline your subcontractor strategy and	FCC does not typically work in connection with subcontractors in support of cooperative
Demonstrated ongoing WWDE program	efforts your organization takes to include	contracts. Based on the nature of our relationships with suppliers, adding an additional layer
	MWBE subcontractors in future work,	of cost would make our services cost prohibitive. FCC is not the manufacturer of these
	including but not limited to efforts to reach	products; we serve in contract administration. FCC brings our government regulatory and
	out to individual MWBE businesses,	administrative expertise to partner with manufacturers. Keeping our relationship as flat and
	minority chambers of commerce, and other	simple as possible keeps cost down to best serve Equalis members.
	minority business and trade associations.	
Commitment to Service Equalis Group Me		
Marketing plan, capability, and commitment	Detail how your organization plans to	FCC has placed special importance on growing the SLED marketspace. We have reached
	market and promote this contract upon	market maturation in the federal and military space. Our future growth hinges on growing
	award, including how this contract will fit	the public sector. Growth in this sector is a priority for both leadership and ownership and is
	into your organization's current go-to-	discussed weekly. Equalis contracts are at the forefront of our public sector got-to-market
	market strategy in the public sector.	strategy. FCC currently has five major manufacturers on Equalis contract. Our sales goal is to
		double the number of manufacturers we represent on SLED contracts. Our sales team is in
		continuous talks with our approximately 60 manufacturer partners to develop and
		implement plans for growing this business. FCC is committed to building relationships and
		tailoring solutions to current Equalis members and bringing new members to Equalis. FCC will
		engage in digital marketing that highlights our history as a government sales leader and focus
		on our historical record of excellence and compliance. We will collaborate with our
		manufacturer partners who already operate in the public sector to leverage their
		relationships. Lastly, we will strategically team with integrators that specialize in the public
		sector.
	Detail how your organization will train your	FCC employs in-house contract administration experts. LindaRose, our contracts
	sales force and customer service	administrator will oversee training for our sales team to ensure consistency and compliance.
	representatives on this contract to ensure	Additionally, Rusty Pugh, our Executive Vice-President, has 16 years' experience in
		. , , , , , , , , , , , , , , , , , , ,

	that they can competently and consistently	cooperative contracts sales and administration. He will be involved in establishing the
	present the contract to public agency	training agenda and overseeing our sales team in responding quickly and accurately to public
	customers and answer any questions they	sector customers.
	might have concerning it.	
	Acknowledge that your organization agrees	Our company agrees to provide Region 10 with our company logo in a format of Region 10's
	to provide its company logo(s) to Region 10	choosing. We agree to provide permission for reproduction of our logo in marketing
	ESC and Equalis Group and agrees to	communications and promotions.
	provide permission for reproduction of such	'
	logo in marketing communications and	
	promotions	
Ability to manage a cooperative contract	Describe the capacity of your company to	Our company already reports monthly sales on cooperative contracts. In the event of an
	report monthly sales through this	award, we commit to providing monthly reports of sales through this agreement to Equalis
	agreement to Equalis Group.	Group.
	Identify any contracts with other	We hold a Sourcewell contract, as well as a state of California CMAS contract and an Equalis
	cooperative or government group	contract with the Cooperative Council of Governments, am Ohio regional council of
	purchasing organizations of which your	governments and political subdivision.
	company is currently a part of:	
Commitment to supporting agencies to utilize the	If awarded a contract, how would you	If awarded a contract we will lead with this as our primary and premiere sourcing solution for
contract	approach agencies in regards to this	Polaris products nationally. We will reach out to our existing customer base to ensure our
communic	contract? Please indicate how this would	current customers know there is a utility vehicle solution they can utilize. Additionally, we
	work for both new customers to your	will have our marketing team use our constant contact list to curate content specifically for
	organization, as well as existing.	their vertical. We will attend multiple national SLED conferences and events to reach new
	organization, as well as existing.	customers and expand the Equalis membership. Lastly, it will be part of the sales business
		plan to have our sales team prospect new members and opportunities in the utility vehicles
Other factors relevant to this section as submitted	Provide the number of sales	Federal Contracts Company will work with approximately six internal Polaris sales team
	I -	
by the Respondent	representatives which will work on this	members in support of this contract. This team is located corporately in Minnesota but
	contract and where the sales	several travel extensively. Additionally, for FCC our in-house long-term sales expert Brent
	representatives are located.	Mayes will be the lead sales representative for this contract, as he represents Polaris in our
		federal business and is the subject expert. Jason Paules , Todd Pegher, and Chris Rey will also
		be available for help with quotes, procurement, freight, etc. All Four of the members of this
		team are located in the Tampa, FL. region.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, 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.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am 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.

Potential Vendor: _	Federal Contracts LLC, DBA Federal Contracts Company
Title of Authorized	Representative: Executive Vice-President
Mailing Address:	12918 N Nebraska Ave, Tampa, FL 33612
0	
Signature: <u>Rus</u>	sell Pugh

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, 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.

Potential Vendor:	Federal Contracts LLC, DBA Federal Contracts Company	
Title of Authorized	Representative: Executive Vice-President	
Mailing Address: _	12918 North Nebraska Avenue, Tampa, FL 33612	
Signature: <u>Rus</u>	sell Pugh	

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, 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 \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Russell Pugh
Signature of Respondent
December 13, 2024
Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

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 Region 10 ESC Participating entities in which work is being performed.

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.

Russell Pugh	December 13, 2024
Signature of Respondent	Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Federal Contracts LLC, DBA Federal Contracts Company

ADDRES	_{SS} <u>12918 N Nebraska Ave</u>	RESPONDANT
	Tampa	Russell Puah
	Florida 33612-4446	<u>Russell Pugh</u> Signature
		Russell Pugh
PHONE	813-631-0000	Printed Name
		Executive Vice-President
FAX	813-631-0008	Position with Company
		AUTHORIZING OFFICIAL
		Russell Pugh
		Signature
		Russell Pugh
		Printed Name
		Executive Vice-President
		Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?	RP
	(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? _	RP
	(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

Texas or Non-Tex	kas Resident			
= '	nat my company is a "resident B nat my company qualifies as a "I			
If you qualify as a	"nonresident Bidder," you mus	t furnish the following information:		
What is your resid	lent state? (The state your prin	cipal place of business is located.)		
Russell Pugh	12918 N Nebraska Ave	Federal Contracts LLC, DBA	A Federal Con	tracts Company
Name	Address			
Florida 33612-4	446		Tampa	City
	State	Zip		<i>,</i>

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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 Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor'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 participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors 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, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor'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 Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$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 contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC 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 Vendor violation and breach of contract terms.

Does vendor agree?	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 \$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. Offeror 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.

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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? _________

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor 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, Vendor 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. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor 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 contractor 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 vendor agree?
(Initials of Authorized Representative)
5. Contract Work Hours and Safety Standards Act:
Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 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 vendor agree?
(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.
Vendor agrees to comply with the above requirements when applicable.
Does vendor agree?
(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 \$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, Vendor 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 vendor agree? P

(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 (3 CFR 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.

Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor 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.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$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 vendor agre	ee? <i>RP</i>
	(Initials of Authorized Representative)
11. Profit as a Se	parate Element of Price:
profit as a separa	ing federal funds in excess of \$150,000, a participating agency may be required to negotiate te element of the price. See, 2 CFR 200.323(b). When required by a participating agency, provide information and negotiate with the participating agency regarding profit as a separat
	des fance mantianten annalessa. Hannanan Mandan amasa klask klaskakat mitas disabilikat masfik

e element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? No, vendor takes exception, noted on Proposal form 20 (Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? PP(Initials of Authorized Representative)

13. 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.

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies 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 vendor agree?	RP	
	(Initials of Authorized Represen	tative)
15. Applicability to Su	bcontractors	
Offeror agrees that all conditions.	contracts it awards pursuant to t	he Contract shall be bound by the foregoing terms and
Does vendor agree?	RP	
	(Initials of Authorized Represer	tative)
	·	form is true, complete, and accurate and that I am d all consents and agreements contained herein.
Federal Conttracts L	LC, DBA Federal Contracts C	ompany
Company Name		
Russell Pugh		
Signature of Authorize	ed Company Official	
Russell Pugh		
Printed Name		
Executive Vice-Pres	sident	
Title		
December 13, 2024		
Date		

PROPOSAL FORM 13: FEMA REQUIREMENTS

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

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? _R P (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? <u>P</u> (Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? R (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? $\underline{\mathcal{R}}$ (Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? P(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? <u>R</u> (Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? <u>R</u> (Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? <u>R</u> (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? <u>R</u> (Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR 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" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC 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. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC 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 on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, 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 Region 10 ESC 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, Region 10 ESC and Region 10 ESC 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.

Russell Pugh

Signature of Respondent

December 13, 2024

Date

PROPOSAL FORM 15: 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:	New Jersey is not included in	our proposal as noted in the Pe	rformance Capability section
Street:			
City, State, Zip Code:			
Complete as appropriat	<u>re:</u>		
1	, ce	ertify that I am the sole owner o	f
		ere are no partners and the bus	iness is not incorporated,
and the provisions of N.	I.S. 52:25-24.2 do not apply.		
OR:			
<i>I</i>	, a	partner in	, do hereby
certify that if one (1) or names and addresses of	more of the partners is itself (ners who own a 10% or greater a corporation or partnership, the % or more of that corporation's a nership.	ere is also set forth the
1	, ar	n authorized representative of	
		do hereby certify that the follow	wina is a list of the names
certify that if one (1) or forth the names and add	more of such stockholders is i	who own 10% or more of its stoc itself a corporation or partnersh olding 10% or more of the corpo in that partnership.	ip, that there is also set
(Note: If there are no p	artners or stockholders own	ing 10% or more interest, indic	ate none.)
Name	Address		Interest
I further certify that the my knowledge and belie		contained herein, are complete	e and correct to the best of
Authorized Signature a	 nd Title	 Dat	 te

PROPOSAL FORM 16: NON-COL Company Name:	LUSION AFFIDAVIT	
Street:		
City, State, Zip Code:		
State of New Jersey		
County of		
I,	of the	
Name	of the	
in the County of	, State of	of full
age, being duly sworn according to lo		
I am the	of the firm of	
	of the firm of Company Name	
knowledge that the Harrison Townsh	bid proposal and in this affidavit are true and correct, on the Board of Education relies upon the truth of the state in this affidavit in awarding the contract f	ments contained in
contract upon an agreement or unde	elling agency has been employed or retained to solicit o erstanding for a commission, percentage, brokerage or c fide established commercial or selling agencies maintai	contingent fee,
Company Name	Authorized Signature & Title	
Subscribed and sworn before me		
this day of	, 20	
Notary Public of New Jersey My commission expires , 20		

SEAL

New Jersey is not included in our proposal as noted in the Performance Capability section on page 8 PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) Company Name: Street: City, State, Zip Code: _____ **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) Vendors must submit with proposal: A photo copy of their Federal Letter of Affirmative Action Plan Approval 1. OR 2. A photo copy of their <u>Certificate of Employee Information Report</u> OR A complete Affirmative Action Employee Information Report (AA302) 3. Public Work – Over \$50,000 Total Project Cost: A. 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

B. 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.

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

New Jersey is not included in our proposal as noted in the Performance Capability section Signature of Procurement Agent

PROPOSAL FORM 18: 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.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency 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:

- 1. any State, county, or municipal committee of a political party
- 2. any legislative leadership committee*
- 3. any continuing political committee (a.k.a., political action committee)
- 4. any candidate committee of a candidate for, or holder of, an elective office:
- 1. of the public entity awarding the contract
- 2. of that county in which that public entity is located
- 3. of another public entity within that county
- 4. 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:

- 5. 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
- 6. all principals, partners, officers, or directors of the business entity or their spouses
- 7. any subsidiaries directly or indirectly controlled by the business entity
- 8. 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.

* 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

New Jersey is not included in our proposal as noted in the Performance Capability section on page 8

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.

Vendor Name:				
Address:				
City:	State:	Zip:		
The undersigned being authorompliance with the provision his form.	· · · · · · · · · · · · · · · · · · ·		•	•
ignature	Printed Name	 T	itle	
Part II – Contribution Disclos	ure			
visclosure requirement: Purs	uant to <u>N.J.S.A.</u> 19:44A-20.2	6 this disclosure must inc	clude all repo	rtable political
•	00 per election cycle) over th		•	•
-	d on the form provided by tl	· ·		
Check here if disclosure is	s provided in electronic form	١.		
	s provided in electronic form Recipient Na		Date	Dollar Amou
	·		Date	Dollar Amou
	·		Date	
Contributor Name	·		Date	

New Jersey is not included in our proposal as noted in the Performance Capability section on page 8

Continuation Page C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To N.J.S.A. 19:44A-20.26 Page ____ of ____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amoun
			\$

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

New Jersey is not included in our proposal as noted in the Performance Capability section on page 8

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

PROPOSAL FORM 19: 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	g stock of the undersigned.	
OF	1	
I certify that no one stockholder ov	vns 10% or more of the issued ar	nd outstanding stock of the
undersigned.		
Check the box that represents the type of	business organization:	
Partnership	Sole Proprietorship	Limited Liability
	☐ Limited Partnership	Partnership
Corporation	☐ Limited Liability	Subchapter S
	Corporation	Corporation
	·	·
Sign and notarize the form below, and, if r	necessary, complete the stockho	lder list below.
-		
Stockholders:		
Name:	Name:	
Home Address:	Home Address:	
	_	
Name:	Name:	
Home Address:	Home Address:	
Name:	Name:	
Home Address:	Home Address:	
Subscribed and sworn before me this	day of	
, 2	(Affiant)	
(Notary Public)		
	(Print name & title	e of affiant)
My Commission expires:		
	(Corporate Seal)	

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Federal Contracts LLC, DBA Federal Contracts Company takes exception to the following:

Proposal Form 4: Clean Air Water Act

Federal Contracts LLC DBA Federal Contracts Company's primary NAICS code is 333120. For this NAICS code, Federal Contracts LLC DBA Federal Contracts Company is considered a small business. As a small business, Federal Contracts LLC DBA Federal Contracts Company is exempt.

Proposal Form 12: Profit as a Separate Element of Price

Federal Contracts LLC, DBA Federal Contracts Company (FCC) takes exception to Proposal Form 12, 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 Equalis members understand the difference with this section, however, 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 determined and found fair and reasonable if awarded an Equalis ocntract.

Proposal Form 15: Ownership Disclosure Form (N.J.S. 52:25-24.2

FCC does not include New Jersey in our proposal so we do not affirm any state of New Jersey documentation in our RFP response.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

×	Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
	Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

	gion 10 ESC's Open Records Policy, except as noted below ck one of the following responses to the Acknowledgment and elow:
with this proposal, or any part of our proposa (Note: All information believed to be a trade secret or proprie	mation Act policy and declare that no information submitted II, is exempt from disclosure under the Public Information Act. etary must be listed below. It is further understood that failure to identify elow, will result in that information being considered public information and
We declare the following information to be a the Public Information Act.	trade secret or proprietary and exempt from disclosure under
(Note: Respondent must specify page-by-page and line-by-lin	ne the parts of the response, which it believes, are exempt. In addition,
Respondent must specify which exception(s) are applicable a	nd provide detailed reasons to substantiate the exception(s).
December 13, 2024	Russell Pugh Executive Vice-President Authorized Signature & Title
Date	Authorized Signature & Title

*The Bank of America letter is a trade secret as it notes private financial information. This is not to be disclosed.

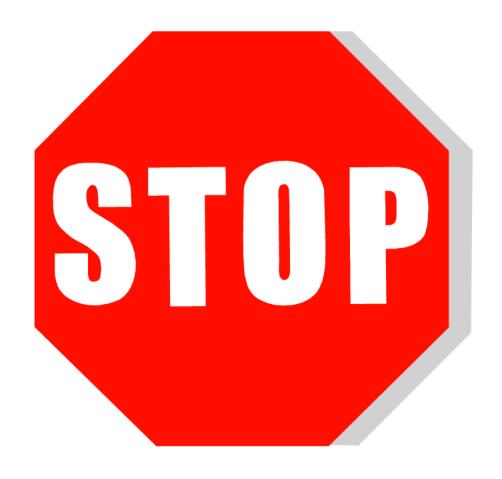
*The name and address of the owner listed on Proposal Form 19 is exempt from disclosure. We are privately held and not publicly traded. This information is not to be disclosed.

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Federal Contracts LLC, DBA Federal Contracts Company
Address	12918 N Nebraska Ave
City/State/Zip	Tampa, FL 33612-4446
Telephone No.	813-631-0000
Fax No.	813-631-0008
Email address	rusty@federalcontractscorp.com
Printed name	Russell Pugh
Position with company	Executive Vice-President
Authorized signature	Russell Pugh
Term of contract March 1	, 2025 to <u>February 28, 2028</u>
Unless otherwise stated, all cont	racts are for a period of three (3) years with an option to renew annually for a
, , , , ,	to by Region 10 ESC. Vendor shall honor all administrative fees for any sales
made based on the contract who	ether renewed or not.
Feely Ollin	3/25/2025
Region 10 ESC Authorized Agent	Date
Dr. Rickey Williams	
Print Name	
Equalis Group Contract Number	R10-1175A



Did you sign the vendor contract and signature form? <u>If not, your Proposal</u> <u>will be rejected.</u>

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

SBA - HUBZone

CONTINUED CERTIFICATION LETTER (RECERTIFICATION) CERTFICATION NUMBER: 35625 ANNIVERSARY DATE: May14, 2024

2024-04-23

STEVE RICKE FEDERAL CONTRACTS CORP 12918 N NEBRASKA AVE

TAMPA, FL, 33612-4446 sales@federalcontractscorp.com

Dear HUBZone Firm:

I am pleased to advise you that based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of certified HUBZone small business concerns found at <u>SBA - Dynamic Small Business Search</u>. This certification will remain in effect for one year from the firm's certification anniversary date unless: the firm acquires, is acquired by, or merges with another firm during that one-year period; the firm is performing a HUBZone contract and fails to attempt to maintain the minimum employee HUBZone residency percentage; the firm voluntarily withdraws from the program; or the firm is determined to be ineligible through the program examination process.

SBA may review a concern's recertification attestation through the program examination process when deemed appropriate. In addition, as of 2020, every HUBZone-certified firm will undergo a program examination in connection with its recertification at least every three years. For additional information on the program examination process, see Continuing Eligibility for the HUBZone Program: How Do Program Examinations Work? (sba.gov).

The Firm's Responsibilities as a Certified HUBZone Small Business Concern

As a certified HUBZone small business concern, the firm may receive program benefits, including eligibility for HUBZone set-aside awards, HUBZone sole source awards, the HUBZone Price Evaluation Preference in full and open competition, and HUBZone reserves. These benefits come with important responsibilities, including:

- Annually recertifying the eligibility of the firm.
- Checking SBA's HUBZone Map at https://maps.certify.sba.gov to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in HUBZone designations may critically affect the firm's compliance with the program requirements that its principal office be located in a HUBZone and that at least 35% of its employees reside in a HUBZone.
- Complying with the limitations on subcontracting requirements and nonmanufacturer rule when performing any HUBZone contracts (see 13 C.F.R. §§ 126.700, 125.6, 121.406).

- "Attempting to maintain" compliance with the 35% HUBZone residency requirement during the performance of any HUBZone contracts. "Attempt to maintain" means making substantive and documented efforts, such as written offers of employment to HUBZone residents, published advertisements seeking HUBZone resident employees, and attendance at job fairs located in or in close proximity to HUBZones and not dropping below 20% HUBZone residency while performing on the contract. Firms that drop below 20% at any time while performing on a HUBZone contract must notify SBA and voluntarily decertify from the program or they will be proposed for decertification.
- Notifying SBA within 30 days if the firm is acquired by, acquires, or merges with another firm.
- Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at https://fsd.gov.
- Responding to notices from SBA, including notices regarding program examinations, protests,
 proposed decertifications, and recertifications. The HUBZone Program sends such notices to the firm's
 email addresses on record in DSBS. If the firm fails to respond to these notices, SBA will propose the
 firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical
 that you keep the firm's SAM and DSBS profiles current and check your email's SPAM folder to make
 sure that you are receiving emails from SBA.

Misrepresentation

By bidding on any Federal solicitation that is set-aside or reserved for certified HUBZone small business concerns or for which a HUBZone price evaluation preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is a certified HUBZone small business concern in compliance with the HUBZone Program requirements. ANY FIRM FOUND TO HAVE WILLFULLY MISREPRESENTED ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL AND CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone firm greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- Federal Contracting | U.S. Small Business Administration (sba.gov)
- SAM.gov | Contract Opportunities

Small businesses participating in SBA federal contracting certification and business development programs may use SBA-approved <u>digital icons (.zip)</u> to indicate their certification status. The icons may be used on business websites, business cards, and social media profiles, as well as on capability statements and proposal bids

However, digital icons **may not** be used to express or imply endorsement of any goods, services, entities, or individuals. Therefore, they **may not** be used on company letterhead, marketing materials, or advertising (paid ads as well as public service announcements) in either digital or traditional media formats. If your business is no longer certified or participating in one of SBA's federal contracting or business development

programs, you must discontinue using SBA icons.

We wish you the best of luck as a certified HUBZone small business concern - your success will help improve the economic future of the HUBZones in which the firm operates.

If at any time you have any questions about the Program or how SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. For additional information, visit our website at http://www.sba.gov/hubzone or contact the HUBZone Help Desk at HUBZone@sba.gov.

Very Respectfully, Lori Gillen

Lori Gillen Director Office of HUBZone Program U.S. Small Business Administration

State of Florida Department of State

I certify from the records of this office that FEDERAL CONTRACTS LLC is a limited liability company organized under the laws of the State of Florida, filed on May 29, 2024, effective December 5, 2003.

The document number of this limited liability company is L24000232492.

I further certify that said limited liability company has paid all fees due this office through December 31, 2003 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of July, 2024



Secretary of State

Tracking Number: 9021758894CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Federal Contracts Company - LinkedIn profiles/resumes

- 1. Executive contact Rusty Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com
- Contract manager Linda Rose Danial 813.631.0000, lindarose@federalcontractscorp.com
- 3. Sales Leader Brent Mayes 813.631.0000, brent@federalcontractscorp.com
- 4. Reporting Manager Linda Rose Danials 813.631.0000, lindarose@federalcontractscorp.com
- 5. Marketing Manager Todd Pegher 813.631.0000, Todd@federalcontractscorp.com

Rusty Pugh - Executive Vice-President

(1) Rusty (Russell) Pugh | LinkedIn



RUSTY PUGH EXECUTIVE VICE PRESIDENT

Rusty brings 30 years of industry experience to FCC, most recently having corporate oversight of Kubota Tractor Corporation's government business. Previously, Rusty held several positions with Genie/ Terex Corporation as national accounts manager and as government sales manager. While at Genie, he established Genie's first government programs for both federal and cooperative purchasing contracts. He is a member of the Association of the United States Army and the American Public Works Association.

Rusty graduated summa cum laude from Southern New Hampshire University with a B.A. in Communication and a concentration in public relations. While there, he received the Distinguished Scholar Award for the highest GPA in his program. He holds certifications from Duke University in financial planning and control as well as innovation and creativity in teams and organizations. Rusty currently serves on the advisory panel for the University of Houston, C.T Bauer College of Business Customer Experience Certificate.

Linda Rose Danial - Contract Manager

(1) Linda Rose Danial | LinkedIn



Linda Rose joined Federal Contracts Company in 2018 as the Contracts Assistant. Since then, she has been promoted to Contracts Administrator, Contracts Manager and now she is FCC's Operations Manager. Linda Rose drives improvement of systems, processes, and achieving best practices. She also works with new and current suppliers to add and

update products to FCC contracts and maintains contract compliance.

Linda Rose supplements FCC's in-office technical support on an as-needed basis. Linda

Rose received her Bachelor's Degree in Chemistry with a minor in Mathematical

Programming from the University of Tampa. She later earned her Master's Degree in Business Administration with Data Analytics (STEM) from Saint Leo University. With her background being in the STEM fields, she is well-versed in data analytics, researching, and practical mathematics, which makes her an ideal resource to manage FCC's large and growing catalog of products.

Brent Mayes – Sales Leader

(1) Brent Mayes | LinkedIn



Brent comes to Federal Contracts Company with more than 15 years of sales experience. During his most recent experience in industrial manufacturing, Brent worked extensively with the largest U.S. oil & gas companies, industrial water treatment companies, the military, and first responders on the design and installation of training facilities. Brent's dedication to being a technical knowledge expert combined with a genuine passion for customer service help make him a perfect fit for FCC's mission and vision. He is FCC's specialist in working with the Defense Logistics Agency and supports its mission by representing multiple heavy equipment manufacturers.

Brent holds a Bachelor of Science degree in Christian Ministry from the College of Biblical Studies in Houston, Texas. Additionally, Brent holds an MBA with a concentration in management and leadership from Florida Gulf Coast University.

Todd Pegher – Marketing Manager

Todd Pegher | LinkedIn



Todd, originally a Pittsburgh native, now calls Florida home. A former respiratory therapist, Todd served in the emergency rooms of Allegheny Health Network. Additionally, he served as a clinical liaison for the University of Pittsburgh Medical Center. Todd brings a tremendous amount of entrepreneurial expertise as a previous owner of several small businesses.

Todd not only brings a diverse work background, he also brings a diverse educational background to FCC. He holds an associate degree in Respiratory Therapy and a bachelor of science in Healthcare Administration.



Caterpillar Inc.

Caterpillar Defense 100 N.E. Adams St. AB 6310 Peoria, IL 61629 USA

January 15, 2020

Dear Sir or Madam,

I have personally worked with Federal Contracts Corp for over ten years and have always found their staff to be very professional and thorough when supplying our mutual end-customers with quality Cat® equipment. Federal Contracts Corp has proved to be a strong business partner of ours when the Government utilizes small business set-asides, as they have built solid relationships with our U.S. Cat dealers for parts, service and warranty requirements.

All Cat products sold by Federal Contracts Corp to the Government receive the same consideration and support from our Cat dealers as if the customer had purchased them directly from Caterpillar Defense.

If you have any questions regarding the relationship between Caterpillar and Federal Contracts Corp, please feel free to contact me any time at (309) 494-0529 or James.Bartelme@cat.com.

Thank you for your consideration of Federal Contracts Corp,

James Bartelme

U.S. Sales Manager

9 Bartelme

Caterpillar Defense

Caterpillar Inc.



Dec 7th, 2022

Re: Federal Contracts Corp

To Whom It May Concern

Federal Contracts Corp (FCC) has been representing Felling Trailers, Inc. for the purpose of selling products to Federal, State and Municipal Government since 2009. They have been a valuable partner in situations where the Government has identified solicitation/contract requirements to be Small Business Set Asides or when the Government has requested additional bids from small business firms for unrestricted bids.

All Felling products sold by FCC to the Government are fully supported by Felling dealers to ensure the end user receives the same consideration and support as if the customer had purchased the products directly from Felling.

FCC is an absolute first-class organization. They value hard work, honesty, accountability, and personal relationships. Felling Trailers is truly honored to c all them a partner for over 11 years!

If you have any questions, regarding the relationship between Felling Trailers, Inc. and Federal Contracts Corp, please contact the undersigned at (320) 352-5239, fax (320) 352-5230 or email pat.jennissen@felling.com.

Regards,

Patrick Jennissen E.V.P. Sales/Marketing Felling Trailers, Inc.





December 1, 2022

Federal Contracts Corp Mr. Clark Ricke 12918 N Nebraska Ave Tampa, FL 33612

Dear Mr. Ricke,

This Letter of Supply is in reference to the offer that Federal Contracts Corp submitted in response to the General Services Administration's Contract number GS-03F-113DA.

In the event the Federal Contracts Corp has been or is awarded a Multiple Award Schedule (MAS) contract under the aforementioned solicitation/contract number, Polaris Sales, Inc. will assure an uninterrupted source of supply, with sufficient quantities of product to satisfy the Government's requirements, for the duration of the contract period (to include option periods). Please see Exhibit A the attached list of brands, product lines, and/or manufacturers Polaris Sales, Inc. agrees to supply.

Polaris Sales, Inc. understands that all products and services offered on Federal Contracts Corp's MAS contract must be compliant with the Trade Agreements Act (TAA)(19U.S.C. 2501, et seq.). Further, while we understand that responsibility for TAA compliance resides with Federal Contracts Corp, Polaris Sales, Inc. agrees to work and cooperate with Federal Contracts Corp to support Offeror's TAA compliance of items offered on its contract and provide country of origin information.

Sincerely,

Randall W. Sweeney

Director Government Contracting





Sender Phone 763-525-7753
Sender Mobile 612-710-2134
Sender Email steve.hersman@polaris.com

Exhibit A

POLARIS' Government and Defense offered product line as: All-terrain vehicles (ATV), off-road vehicles (ORV), Indian motorcycles, snowmobiles, Slingshots, GEM electric vehicles, Taylor-Dunn vehicles & equipment, service options, extended warranties and vehicle parts and accessories.



January 2, 2023

To Whom It May Concern:

Federal Contracts Corp (FCC) has been working with Case IH in the agricultural space for almost a decade. Over this time period, Clark and his team have maintained excellent relationships with our brand, our dealership network and most importantly, the agencies FCC serves. FCC has been an effective partner in situations where the government has identified a solicitation and or contract requirements to be a Small Business Set Aside. FCC has proven to be relentless in delivering our brand to end users in an efficient and professional manor.



Case IH products sold by FCC to government entities are supported by our vast 650+ dealer network locations, sales staff, and parts/service departments across the U.S. FCC serves an active role in Case IH's success in the sales process to Federal agencies, bringing knowledge and benefits we cannot supply alone.

If you have any questions on the relationship FCC and Case IH share, please contact me at the email/phone # below.

Best Regards

Clint Jenkins

Clint Jenkin

Strategic Accounts Manager

Case IH NAFTA

Email: Clinton.jenkins@caseih.com

Phone: (937) 218-1701

FOR OFFICIAL USE ONLY

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-REVIEWED Nonsystems

Name/Address of Contractor:

Vendor Name: FEDERAL CONTRACTS CORP

Division Name:

Street: 12918 N NEBRASKA AVE

City: TAMPA

State: FL Zip: 336124446

Country: USA CAGE Code:

Unique Entity ID (SAM): TK67EL9NPMD9

Product/Service Code: W038 Principal NAICS Code: 532310

Evaluation Type: Interim **Contract Percent Complete:**

Period of Performance Being Assessed: 09/22/2021 - 09/21/2022

Contract Number: GS30FBA003 47QMCE21FM507 Business Sector & Sub-

Sector: Nonsystems - Facilities Services

Contracting Office: GSA/FAS/TTL/QMD/STR Contracting Officer: MICHAEL SANDS Phone

Number: 786-795-3259 Location of Work: Pearl Harbor, HI - US Navy

Date Signed: 09/22/2021 Period of Performance Start Date: 09/22/2021

Est. Ultimate Completion Date/Last Date to Order: 09/30/2022 Estimated/Actual Completion

Date: 09/30/2022

Funding Office ID: 47QMCE

Base and All Options Value: \$289.140 Action Obligation: \$289.140

Complexity: Low Termination Type: None

Extent Competed: Full and Open Competition Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: Project Title:

Heavy Equipment Rental - Pearl Harbor, HI

Contract Effort Description:

This order required the contractor to provide [1] wheel loader; [1] Skid steer and

[1] Excavator to the US Navy at Pearl Harbor.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas Past Rating Rating

Quality: N/A Satisfactory Schedule: N/A Satisfactory Cost Control: N/A N/A

Management: N/A Satisfactory

Small Business Subcontracting: N/A N/A

Regulatory Compliance: N/A N/A

Other Areas: (1): N/A (2): N/A (3): N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: There were no issues reported by the end users on the quality for this task order. All equipment met the contractor requirements and any issues were resolved at the local level. Nothing was elevated to the STR Project Management Office. Contractor Rating for quality is satisfactory.

SCHEDULE: There were no issues reported by the end user on the schedule for this task order. Equipment was available at the start date of the request and throughout the period of performance. Contractor rating for schedule is satisfactory.

MANAGEMENT: There were no issues reported from the end user on the management for this task order. Any issues were resolved at the local level and nothing was elevated to the STR Project Management Office. All invoices received were at the correct rates and in accordance with the task order and schedule terms and conditions. Contractor rating for management is satisfactory.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: JOE NIEWIADOMSKI Title: Program Analyst - STR

Organization: GSA Fleet Short Term Rental - QMDGA

Phone Number: 630-655-3529 Email Address: joseph.niewiadomski@gsa.gov

Date: 01/17/2023

FOR OFFICIAL USE ONLY

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-REVIEWED Nonsystems

Name/Address of Contractor:

Vendor Name: FEDERAL CONTRACTS CORP

Division Name:

Street: 12918 N NEBRASKA AVE

City: TAMPA

State: FL Zip: 336124446

Country: USA CAGE Code:

Unique Entity ID (SAM): TK67EL9NPMD9

Product/Service Code: 2330 Principal NAICS Code: 333120

Evaluation Type: Final **Contract Percent Complete:**

Period of Performance Being Assessed: 06/17/2021 - 06/09/2022

Contract Number: GS30F0008S 140L3721F0088 Business Sector & Sub-Sector: Nonsystems

- Vehicles

Contracting Office: NATIONAL INTERAGENCY FIRE CENTER Contracting

Officer: KATHLEEN M COLSON Phone Number: 208-387-5545

Location of Work:

Date Signed: 06/17/2021 Period of Performance Start Date: 06/17/2021

Est. Ultimate Completion Date/Last Date to Order: 04/15/2022 Estimated/Actual Completion

Date: 06/09/2022

Funding Office ID: 140L37

Base and All Options Value: \$302,644 Action Obligation: \$302,644

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: Project Title: Tiltbed Trailers

Contract Effort Description:

Tiltbed Trailers per specifications

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas Past Rating Rating

Quality: N/A Satisfactory Schedule: N/A Very Good Cost Control: N/A Satisfactory

Management: N/A N/A

Small Business Subcontracting: N/A N/A

Regulatory Compliance: N/A N/A

Other Areas: (1): N/A (2): N/A (3): N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: A problem with a tire rub was discovered after delivery however the manufacturer was quick to help remedy the problem. The problem was fixed to the government's satisfaction.

SCHEDULE: Trailers delivered ahead of schedule

COST CONTROL: No cost increase

ADDITIONAL/OTHER: Very happy with the trailers received

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: KATHLEEN COLSON Title: Contract Specialist

Organization: DEPT OF INTERIOR, BUREAU OF LAND MAN Phone Number: 208-387-5545 Email Address: kcolson@blm.gov

Date: 01/30/2023



KEEPING GOVERNMENT PURCHASING

SIMPLE

Federal Contracts Company offers the entire product line of Utility, Snow, and Electric Vehicles by Polaris for procurement via GSA Contract #GS-03F-113DA



GSA Advantage!®

We Accept Trade-Ins!





PELARIS

Think Outside







Contact Federal Contracts Company 813-631-0000

sales@federalcontractscorp.com

FEDERAL CONTRACTS COMPANY

KEEPING GOVERNMENT PURCHASING

SIMPLE

333111	Farm Machinery and Equipment Manufacturing
333112	Lawn & Garden Tractor and Home Lawn & Garden Equipment Manuf.
333120	Construction Machinery Manufacturing
333131	Mining Machinery and Equipment Manufacturing
333132	Oil and Gas Field Machinery and Equipment Manufacturing
333415	AC and Warm Air Heating Equipment Manufacturing
333613	Mechanical Power Transmission Equipment Manufacturing
333911	Pump and Pumping Equipment Manufacturing
333912	Air and Gas Compressor Manufacturing
333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing
333991	Power Driven Handtool Manufacturing
335312	Motor and Generator Manufacturing
336112	Light Truck and Utility Vehicle Manufacturing
336120	Heavy Duty Truck Manufacturing
336212	Truck Trailer Manufacturing
336312	Gasoline Engine and Engine Parts Manufacturing
423440	Other Commercial Equipment Merchant Wholesalers
423810	Construction and Mining Machinery and Equip Merchant Wholesalers
423820	Farm and Garden Machinery and Equipment Merchant Wholesalers
423830	Industrial Machinery and Equipment Wholesalers
444210	Outdoor Power Equipment Stores
485999	All Other Transit and Ground Passenger Transportation
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing
532310	General Rental Centers
532412	Construction, Mining, & Forestry Machinery/Equipment Rental & Leasing
532490	Other Commercial & Industrial Machinery/Equipment Rental & Leasing
811310	Commercial and Industrial Machinery and Equip Repair and Maintenance

SBA CERTIFIED





GSA CONTRACTS # GS-30F-0008S

GS-21F-098AA # GS-07F-202CA # GS-03F-113DA

DLA CONTRACT

Agricultural Equipment SPE8EC-14-D-0008

BPA CONTRACTS

USDA- #AG-04KK-B-14-0004 DOI- #L17PA00129

OUR PAST PERFORMANCES SPEAK FOR THEMSELVES:

NAVFAC Midwest- Great Lakes Naval Base

Contract: N40083-14-D-3218

Award Date: 9/24/14 Completion Date: Ongoing

Contract Dollar Value: \$450,000 Item Provided: Heavy Equipment Rental

Contract Type: IDIQ BPA – Year Extensions References: Patti Borja, PH: 847-688-5395 x247

Bureau of Prisons-U.S. Penitentiary Terre Haute

Contract: 15BNAS19FUNP10244

Award Date: 8/21/19 Completion Date: 9/27/19

Contract Dollar Value: \$1,143,000

Item Provided: (5) JLG 660SJ Telescopic Boom Lifts

Contract Type: RFQ

Reference: Donna Harris, PH: 202-307-3934

Tyndall Air Force Base

Contract: P018-01068

Award Date: 04/09/18 Completion Date: 01/02/19

Contract Dollar Value: \$361,168

Item Provided: Caterpillar M320D2 Wheel Excavator

Contract Type: RFP

Reference: Teddy Conte, PH: 850-283-9761

Defense Logistics Agency- Multiple Locations

Contract: SP4510-19-D-0002

Award Date: 6/10/19 Completion Date: Ongoing

Contract Dollar Value: \$817,000

Item Provided: (21) Mitsubishi Caterpillar Forklifts

Contract Type: RFQ

Reference: Joe Bednar, PH: 269-961-7546

Army Corps of Engineers-Ice Harbor

Contract: W912EF19P0028

Award Date: 4/23/19 Completion Date: 9/24/19

Contract Dollar Value: \$267,816

Item Provided: Grove 15-Ton Carrydeck Industrial Crane

Contract Type: RFQ

Reference: Ruth Johnson, PH: 509-527-7722

DOE- WAPA Loveland

Contract: 89503218FWA400055

Award Date: 1/18/19 Completion Date: 6/7/19

Contract Dollar Value: \$81,000

Item Provided: Felling XF-110-2 Hydraulic Detachable Gooseneck Trailer

Contract Type: RFQ

Reference: Jon Fredrickson, PH: 970-290-9970

CONTACT US: PH: 813-631-0000 FX: 813-631-0008

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