

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

November 8, 2024

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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**

QUESTIONNAIRE & 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 FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☐ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☐ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☐ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION 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**
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- ☐ **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**
- ☐ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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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 may 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	<i>What is your company's official registered name?</i>	Federal Contracts LLC, DBA Federal Contracts Company
	<i>What is the mailing address of your company's headquarters?</i>	12918 North Nebraska Avenue, Tampa, FL 33612
	<i>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.</i>	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	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	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	<i>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?</i>	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	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	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 by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	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.
	<i>Outline how your products and services compare to those of your competitors.</i>	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,

		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.
	<i>Outline applicable quality control testing measures that ensure durability of your products.</i>	Polaris has annual production of over 400,000 vehicles that meet all high internal and regulatory industry standards established by ROHVA - Recreational Off-Highway Vehicle 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.
	<i>Describe performance capabilities of electric power options compared to gasoline/diesel counterparts including run/charge times.</i>	Polaris offers traditional gas and diesel off road vehicles. In the last few years, Polaris has entered the electric vehicle market. Polaris off road electric vehicles are battery powered with AC drive motors. AC drive motors allow for greater torque than traditional power 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.
	<i>Outline how your offerings meet industry regulations such as ADA accessibility.</i>	While Polaris vehicles do not directly address ADA needs with commercial off-the-shelf 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.
	<i>Outline applicable rental/leasing programs offered.</i>	The vehicles offered in this proposal are for purchase or lease only. There is currently no rental program available. Lease options can be curated on an individual basis as needed.
	<i>Outline your fleet management solutions including real time tracking and diagnostics features.</i>	Polaris has invested heavily in management and tracking solutions. Polaris Ride Command is a cutting-edge technology system designed to enhance off-road experiences for integrating 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.
	<i>Describe your capabilities for vehicle upfitting and customization including timeline for completion.</i>	All Polaris units start as a highly customizable base model. Polaris has one of the widest ranges of options in the marketplace. In fact, Polaris has a build and price tool to allow Equalis members to build their own machine, including all accessories available. This way, Equalis members will know at their leisure what options will fit on the machine of their

		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
	<i>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.</i>	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.
	<i>Outline any value-added capabilities not already addressed.</i>	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	<i>Describe how your organization stays relevant with product innovation.</i>	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.
	<i>Describe how your vehicles retain residual value over its lifecycle.</i>	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	<i>Outline your preventative maintenance program for the offered products and services.</i>	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.
	<i>Identify certifications and qualifications required by technical and maintenance staff.</i>	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.
	<i>Outline any maintenance specialists for different types of vehicles and applicable training the above technicians must undergo.</i>	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.
	<i>Describe any mobile service truck and on site repair capabilities.</i>	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.
	<i>Outline typical operating, fuel and maintenance costs including costs related to electric and alternative fuel models.</i>	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 charge 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	<i>Outline any operator training, technical support, and resources provided for your products and services.</i>	<p>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. These courses include the following.</p> <ul style="list-style-type: none"> - 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 <p>The Polaris website contains a wealth of information and resources regarding the subject as well. Government & Defense Vehicle Training Polaris Government & Defense</p>
Quality control and warranty	<i>Outline your quality control process during manufacturing/assembly to ensure consistency across your vehicle line.</i>	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.
	<i>Describe your warranty coverages.</i>	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	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	FCC equipment sales hours of customer service are 8am to 5pm EST, Monday through Friday. However, Polaris has an extensive dealer network that is empowered to provide after sale service and support. Additionally, Polaris has a dedicated "Click to call" line that can also be used. Link is included here. Help Center - Customer Support Polaris Off-Road
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	Federal Contracts Company has never touched our open line of credit, we are solvent and profitable. We are a brick-and-mortar business with a robust sales staff and an overall headcount of approximately 25. We have exceeded our top line revenue from the previous year of business every year since our founding. Included in our proposal are multiple letters of reference. FCC has included a letter of reference from Bank of America that notes our 20-year relationship as well as our banking with includes deposits over seven figures.
	<i>What was your annual sales volume over last three (3) years?</i>	2022 - \$82 million, 2023 - \$123.5 million, 2024 YTD - \$135.5 million.
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	Polaris builds all their units to meet the specifications of the end user. At the time of completion, they ship the unit to the end user's location, ready for use. Set up and 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 by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Federal Contracts Company tracks all sales, awards, pipeline, and quote activity. This tracking is updated three times daily in Microsoft Business Central. Our robust data analytics team can provide open order reports, expected delivery dates, quote activity and consolidated billing by location as requested by Equalis or Region 10 with appropriate notice.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Federal Contracts Company has had no OSHA or worker's compensation recordables in the previous 24 months.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	Federal Contracts Corp – National Reach, Personal Touch!
	<i>Please provide a brief history of your company, including the year it was established.</i>	Federal Contracts Company was founded in 2003 by Clark and Tricia Ricke with the goal of making government purchasing simple. By representing equipment manufacturers to government 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	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	This is our first opportunity to partner with Region 10.
Experience and qualification of key employees	<p><i>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:</i></p> <ul style="list-style-type: none"> <i>* Executive Support</i> <i>* Account Manager</i> <i>* Contract Manager</i> <i>* Marketing</i> <i>* Billing, reporting & Accounts Payable</i> <p><i>Please find requested information in additional documents submitted.</i></p>	<ol style="list-style-type: none"> 1. Executive contact – Rusty Pugh, Executive Vice-President. 813.631.0000, rusty@federalcontractscorp.com 2. Contract manager – Linda Rose Danial – 813.631.0000, lindarose@federalcontractscorp.com 3. Sales Leader – 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 <p>The primary contact will be FCC Operations Manager, Linda Rose Danial.</p>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>2022 - \$1,675,299, 2023 - \$3,410,151, 2024 - \$8,371,630</p> <p>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.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	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	<i>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;</i>	<ol style="list-style-type: none"> 1. Florida Forest Service, Earl Seagroves, Operations and Management Consultant Manager, Forest Logistics and Support Bureau, Florida Department of Agriculture and Consumer Services, 850.681.5857, Marvin.Seagroves@FDACS.gov. Address: The Conner Building, 3125 Conner Boulevard, Suite K-120, Tallahassee, FL, 32399. Description of products supplied – FCC has supplied heavy construction equipment to this agency since 2017 for approximately \$1.5 million. Relationship is six years old.

	<i>years serviced; description of services; and annual volume</i>	<div>2. Hillsborough County, Cory Gautier, Property Control Specialist Fleet Management, 813.307.1810, gautierc@hillsboroughcounty.org. Address: 410 S 78th Street, Tampa, FL 33619. Description of products supplied – Hillsborough County has purchased over 100 trailers for medium to heavy duty construction equipment. In addition, FCC has supplied a wide variety of medium to heavy duty construction equipment on both the Florida Sheriffs contract and state of Florida contract. Relationship is eleven years old.</div> <div>3. Orange County Convention Center, Gary Chee, Assistant Project Manager/Capital planning, Orange County Convention Center, 407.685.7109, Gary.Chee@occc.net. Address: 9800 International Dr, Orlando, FL 32819. Description of products supplied – We have supplied heavy equipment to this agency. Relationship is two years old.</div> <div>4. City of Lake Wells, Bev Pennington, Division Manager, Public Services, City of Lake Wells, 863.678.4154, bpennington@lakewalesfl.gov, Address: 201 W Central Ave, lake Wells, FL 33853. Description of products supplied – Wide variety of medium duty and heavy-duty construction equipment. Relationship is 4 years old.</div> <div>5. Milwaukee County, Reilly Grava, Sr. Asset Management Analyst, Milwaukee County Department of Transportation, 414.257.6578, Reilly.Grava@milwaukeecountywi.gov, Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226. Description of products supplied – Multiple boom lifts have been proposed to this customer. Value is approximately \$500,000. Relationship is two years old.</div>
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	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 routed through Federal Contracts Company.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>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, a detailed explanation of the names and conviction is required.</i>	Our company is privately held. The company has never been owned or operated by anyone convicted of a felony.
	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. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not</i>	FCC is both a certified Small Business and a certified HUBZone small business. Our HubZone certification has been included with our documentation submission

	<i>limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	FCC has previously considered a Mentor Protégé' program. However, FCC is too large to serve as a Protégé'. FCC is considering acting as a mentor to a woman owned business in 2025. Additionally, FCC has chosen to not enter into a non-populated joint venture which is what would be required in an MPP.
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by 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?</i>	In this particular situation, FCC did not believe a partnership would be executable for company documentation.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	FCC does not typically work in connection with subcontractors in support of cooperative contracts. Based on the nature of our relationships with suppliers, adding an additional layer of cost would make our services cost prohibitive. FCC is not the manufacturer of these products; we serve in contract administration. FCC brings our government regulatory and administrative expertise to partner with manufacturers. Keeping our relationship as flat and simple as possible keeps cost down to best serve Equalis members.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	FCC has placed special importance on growing the SLED marketplace. We have reached market maturation in the federal and military space. Our future growth hinges on growing the public sector. Growth in this sector is a priority for both leadership and ownership and is discussed weekly. Equalis contracts are at the forefront of our public sector go-to-market 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.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure</i>	FCC employs in-house contract administration experts. LindaRose, our contracts administrator will oversee training for our sales team to ensure consistency and compliance. Additionally, Rusty Pugh, our Executive Vice-President, has 16 years' experience in

	<i>that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	cooperative contracts sales and administration. He will be involved in establishing the training agenda and overseeing our sales team in responding quickly and accurately to public sector customers.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Our company agrees to provide Region 10 with our company logo in a format of Region 10's choosing. We agree to provide permission for reproduction of our logo in marketing communications and promotions.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Our company already reports monthly sales on cooperative contracts. In the event of an award, we commit to providing monthly reports of sales through this agreement to Equalis Group.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We hold a Sourcewell contract, as well as a state of California CMAS contract and an Equalis contract with the Cooperative Council of Governments, an Ohio regional council of governments and political subdivision.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	If awarded a contract we will lead with this as our primary and premiere sourcing solution for Polaris products nationally. We will reach out to our existing customer base to ensure our current customers know there is a utility vehicle solution they can utilize. Additionally, we will have our marketing team use our constant contact list to curate content specifically for their vertical. We will attend multiple national SLED conferences and events to reach new 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 space.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Federal Contracts Company will work with approximately six internal Polaris sales team members in support of this contract. This team is located corporately in Minnesota but several travel extensively. Additionally, for FCC our in-house long-term sales expert Brent 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: _ **We are taking exception to this based on a small business exemption, it is not applicable**

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

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: *Russell 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
Signature of Respondent

December 13, 2024
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

ADDRESS 12918 N Nebraska Ave

Tampa

Florida 33612-4446

PHONE 813-631-0000

FAX 813-631-0008

RESPONDANT

Russell Pugh
Signature

Russell Pugh
Printed Name

Executive Vice-President
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:

Starting 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 also 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.

Does vendor agree? RP
(Initials of Authorized Representative)

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

- ☐ I certify that my company is a "**resident Bidder**"
- ☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Russell Pugh</u>	<u>12918 N Nebraska Ave</u>	<u>Federal Contracts LLC, DBA Federal Contracts Company</u>
Name	Address	Company

<u>Florida 33612-4446</u>	<u>Tampa</u>
State	Zip

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.

Does vendor agree? RP

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. 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? RP

(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? RP

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$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? RP

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? RP

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$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? RP

(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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.

Does vendor agree? RP

(Initials of Authorized Representative)

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).

Does vendor agree? RP

(Initials of Authorized Representative)

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 agree? RP

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate 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? RP

(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.

Does vendor agree? RP

(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 Representative)

15. Applicability to Subcontractors

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

Does vendor agree? RP

(Initials of Authorized Representative)

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

Federal Contracts LLC, DBA Federal Contracts Company

Company Name

Russell Pugh

Signature of Authorized Company Official

Russell Pugh

Printed Name

Executive Vice-President

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? RP
(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? RP
(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? RP
(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? RP
(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? RP
(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? RP
(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? RP
(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? RP
(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? RP
(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 Performance Capability section

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

OR:

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

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

Name	Address	Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature and Title

Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

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:

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

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

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.

Authorized Signature and Title

Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ 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 WWW.NJ.GOV/DCA/LGS/P2P 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 stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☒ Limited Liability



☐ Subchapter S

Corporation

Corporation

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

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.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

December 13, 2024

Date

Russell Pugh Executive Vice-President
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	<u>Federal Contracts LLC, DBA Federal Contracts Company</u>
Address	<u>12918 N Nebraska Ave</u>
City/State/Zip	<u>Tampa, FL 33612-4446</u>
Telephone No.	<u>813-631-0000</u>
Fax No.	<u>813-631-0008</u>
Email address	<u>rusty@federalcontractscorp.com</u>
Printed name	<u>Russell Pugh</u>
Position with company	<u>Executive Vice-President</u>
Authorized signature	<u><i>Russell Pugh</i></u>

Term of contract March 1, 2025 to February 28, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

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)

CERTIFICATION 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 [SBA - Dynamic Small Business Search](#). 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 \(sba.gov\)](https://www.sba.gov)
- [SAM.gov | Contract Opportunities](https://sam.gov)

Small businesses participating in SBA federal contracting certification and business development programs may use SBA-approved [digital icons \(.zip\)](#) 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
2. 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

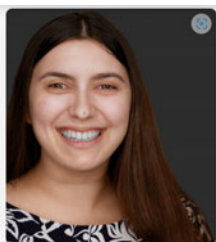
EXECUTIVE VICE PRESIDENT

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

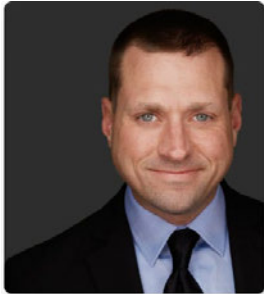
update products to FCC contracts and maintains contract compliance.

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,

A handwritten signature in black ink that reads "JBartelme". The signature is stylized, with the first letters of the first and last names being capitalized and prominent.

James Bartelme
U.S. Sales Manager
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 call 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.



2100 Highway 55
Medina, MN
55340

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

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,

A handwritten signature in blue ink, appearing to read "Randall W. Sweeney". The signature is fluid and cursive, with a long, sweeping underline.

Randall W. Sweeney
Director Government Contracting



2100 Highway 55
Medina, MN
55340

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
Strategic Accounts Manager

Case IH NAFTA
Email: Clinton.jenkins@caseih.com
Phone: (937) 218-1701

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104,
AND 42.1503

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

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

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 / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104,
AND 42.1503

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

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

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!



POLARIS
Think Outside



**Contact Federal Contracts Company
813-631-0000
sales@federalcontractscorp.com**



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

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: 15BNAS19FUPN10244
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



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

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