

Table of Contents

- Tab 1 Introduction and Signed Form
- Tab 2 Statement of the Scope
- Tab 3 Default, Termination and Barred Certification Statement
- Tab 4 Qualifications
- Tab 5 Proposed Plan
- Tab 6 Pricing / Cost Proposal
- Tab 7 Exceptions
- Tab 8 Assumptions
- Tab 9 Appendices



Tab 1

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 23-2578-8JMH - Emergency and Specialty Vehicles, Equipment, and Accessories.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): FARBER SPECIALTY VEHICLES
ADDRESS: DOSD AMERICANA PARKWAY
REYNOLDS BURG, Ohio 43068
FEDERAL ID NO: 41- 2043544
SIGNATURE:
NAME OF PERSON SIGNING (PRINT): Star Goodycas
TITLE: Via President of Sales
TELEPHONE: 614 - 663 - 6470
FAX: 614 - 759 - 2098
EMAIL ADDRESS: Sgoodyear & Farber Specialty. Com
DATE: 11-13-23



11-15-23 RFP No. 23-2578-BJMH

Justin M. Herbaugh, VCA, VCO Procurement Analyst II

Dear Justin, Henrico County, & GovMVMT;

Farber Specialty Vehicles is pleased to respond to RFP #23-2578-BJMH Emergency and Specialty Vehicles, Equipment, Accessories, and any Related Equipment, Supplies, and Services. We are responding with our entire product line up, additional options, and company expertise in meeting all the requirements and qualifications established to fulfill this contract.

We also consider all company and client information on our website www.farberspecialtv.com as part of our submission.



Considerable thoughtfulness and effort are put forth every day to make our website easy to navigate and tell the century old story of our family owned and operated company. Our employees and the Farber family stand ready to commit to this worthy endeavor.

Farber Specialty Vehicles is responding to II. SCOPE OF SERVICES Category C, D and Category E.

A. General Definition of Products and/or Services

3. Category C: Specialty Vehicles, Equipment, and Accessories, includes but is not limited to, a complete line of mobile command centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transports, mobile classrooms, mobile medical units, mobile dental units, mobile mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, marine or maritime vessels designed for search and rescue {"SAR") and associated search and rescue equipment and accessories, or regulation enforcement, and any other specialty vehicles, equipment, and accessories available from the Successful Offeror(s).



- 4. Category E: Related Supplies and Services, includes but not limited to, any related supplies and services available from the Successful Offeror(s) such as parts, training, vehicle services, and any other related supplies and services available.
 - Our commitment to fulfill the contract is as follows:
 - Provide state of the art manufacturing facilities, financial resources, and the best labor pool in the specialty vehicle industry
 - Provide the most extensive product line up in the industry.
 - Continue to enhance our quality control programs and engineering department.
 - Provide service after the sale.
- Update the latest in options and technology on an ongoing basis.

Please take a peek at what Farber Specialty Vehicles can build for our contract partners.



WELCOME TO FARBER

We look forward to the evaluation/ selection process and stand ready to answer any questions or clarifications concerning our response. Thank you for the opportunity to compete and if selected we look forward to a mutually successful and fulfilling agreement in serving the public agencies this contract covers.

Sincerely,

Steve Goodyear

Vice President of Sales

614-206-3986 (CELL)

800.331.3188 (TOLL FREE)



COMMONWEALTH OF VIRGINIA

County of Henrico

Addendum No. 1

Date: November 2, 2023

Request for Proposal:23-2578-8JMH – Emergency and Specialty Vehicles, Equipment,

Accessories, Related Products and Services

Receipt Date/Time: (CHANGED) November 17, 2023 at 2:30 PM

Subject: Receipt Date and Time Extension

Ladies/Gentlemen,

The following changes, corrections, deletions, clarifications, and/or additions constitute Addendum No. 1:

Proposal Receipt Date Extension:

1. The Time and Date for receipt of proposal submissions is extended to November 17, 2023 at 2:30 PM.

All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made on your Proposal Submission.

Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Sincerely,

Justin Herbaugh

Justin M. Herbaugh, VCA, VCO Procurement Analyst II

Her034@henrico.us

ACKNOWLED

Signature:

Print Name:

Company:

FARBER SPLE

Date:

11-14-23



COMMONWEALTH OF VIRGINIA County of Henrico

Addendum No. 2

Date: November 8, 2023

Request for Proposal: 23-2578-8JMH - Emergency and Specialty Vehicles, Equipment,

Accessories, Related Products and Services

Receipt Date/Time: (CHANGED) November 21, 2023 at 2:30 PM

Subject: Subsection Added, Receipt Date and Time Extension

Ladies/Gentlemen,

The following changes, corrections, deletions, clarifications, and/or additions constitute Addendum No. 1:

- The Time and Date for receipt of proposal submissions is extended to November 21, 2023 at 2:30 PM.
- 2. A new subsection (6) is added to Page 17, Section V. BB. and reads as follows:

If an Offeror is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If an Offeror requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available.

All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made on your Proposal Submission.

Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Justin Herbaugh

Procurement Analyst II Her034@henrico.us

Justin M. Herbaugh, VCA, VCO

Signature

ACKNOWLED

Signature:

Print Name:

PARREX SPECIATY VEHICLE

Company:

Date:

11-15-23

8600 Staples Mill Road / P.O. Box 90775 / Henrico, VA 23273-0775
Phone: (804)501-5660

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: FARDER SPECIALTY VEI This form completed by: Signature: Date: 11-15-33	Title: Vice President of Sales
PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING BELOW.	THE APPROPRIATE BOX(ES)
(Check all that apply.) SMALL BUSINESS WOMEN-OWNED BUSINESS MINORITY-OWNED BUSINESS SERVICE-DISABLED VETERAN EMPLOYMENT SERVICES ORGANIZATION NON-SWAM (Not Small, Women-owned or Minority-owned)	SUPPLIER REGISTRATION - The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov. eVA Registered? Yes No
If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE cert NUMBER DATE	ification number and expiration date.

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a cirizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

- 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other. Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C

Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number: -OR-
is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-
is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

Columbus Address
7052 Americana Parkway Reynoldsburg, CH 43068
514 . 863 . 8470 800 . 331 . 3188

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR:	

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

9						
PRODUCER W. F. David Laurence America	CONTACT NAME: Jenna Lawrie					
W.E. Davis Insurance Agency 29 Frederick St.	PHONE (A/C, No, Ext): 614-443-0533 FAX (A/C, No):					
Columbus, OH 43206	E-MAIL ADDRESS: jenna@wedavis.com					
	INSURER(S) AFFORDING COVERAGE NA					
	INSURER A: Cincinnati Insurance Company 10677					
INSURED Farber Specialty Vehicles, Inc	INSURER B: Cincinnati Indemnity Company 23280					
7052 Americana Parkway	INSURER C:					
Reynoldsburg, OH 43068	INSURER D:					
	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
Α	✓ COMMERCIAL GENERAL LIABILITY	Υ	EPP0595172	12/01/2020	12/01/2023	EACH OCCURRENCE	\$ 1,000,000			
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000			
						MED EXP (Any one person)	\$ 10,000			
						PERSONAL & ADV INJURY	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000			
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	OTHER:						\$			
Α	AUTOMOBILE LIABILITY		EBA0595172	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	✓ ANY AUTO					BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$			
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$			
	✓ Garage Liab						\$			
Α	✓ UMBRELLA LIAB ✓ OCCUR		EPP0595172	12/01/2020	12/01/2023	EACH OCCURRENCE	\$ 5,000,000			
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000			
1	DED RETENTION\$						\$			
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EWC0366481	12/21/2022	12/21/2023	PER OTH-				
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000			
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
Α	Garage Keepers		EBA0595172	12/01/2022	12/01/2023	Limit/Ded \$2M/\$ ²				
Α	Drive Away Collision		EBA0595172	12/01/2022	12/01/2023	Limit/Ded \$1M/\$5,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract and subject to policy terms and conditions County of Henrico and Henrico County Public Schools are added as an additional insured as their interests may appear with respects to operations of the named insured. Insurance is Primary and Non- Contributory. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
County of Henrico Risk Management PO Box 90775	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Richmond, VA 23273	AUTHORIZED REPRESENTATIVE
	denna Cawni

EXHIBIT A QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1.	Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally? Yes No
2.	Does your company have the ability to provide service to any Participating Public Agencies in all 50 states? Yes*No
3.	Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states? Yes *No*No
4.	Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract? Yes No
5.	Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress? YesNo
6.	Does your company have the ability to provide electronic and ecommerce ordering and billing? Yes No
7.	Will the GovMVMT contract be your lead public offering to Participating Public Agencies? Yes No
8.	Check which applies for your company sales last year in the United States: Sales between \$0 - \$25 Million Sales greater than \$25 Million to \$50 Million Sales greater than \$50 Million to \$100 Million Sales greater than \$100 Million
S	tited by: The Coodyect Will President of Sales (Title) (Signature) (Date)

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- e. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 12. <u>Prohibition on Contracting for Covered Telecommunications Equipment or Services</u>
 Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.
 - (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
 - (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - Are not used as a substantial or essential component of any system;
 and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting Requirements.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day form the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; ad any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
 - (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the law, the Contractor, should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause:

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

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

14. Access to Records

The Contractor agrees to provide Participating Public Agency, 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 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor 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.

15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

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). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

The Contractor 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.

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

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

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

The Contractor 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.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 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. The necessary steps are as follows:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or date for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public 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 Contractor will identify such data and grant to the Participating Public 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 Contractor will deliver to the Participating Public 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 Participating Public Agency.

Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Company Name: FARBER SPECIALTY VENICLES INC.
Address, City, State, Zip Code: 7050 AMERICALA PARKUAY
REYNOLDS BURE Ohio 43068
Phone: 1. 500. 331.3188
Fax: 614,759, 2098
Printed Name of Authorized Signer: Stwe Goodyess
Email address of Authorized Signer 5900 year of Experispecialty. Com
Signature of Authorized Signer:
Date: 11-13-33

EXHIBIT D MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (https://www.govmvmt.org/).

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products and Services.
- 2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party's procurement practices.
- 3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
- 5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment,

EXHIBIT D

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
- 7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- 9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
- 10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

EXHIBIT E LEAD PUBLIC AGENCY CERTIFICATE

In	its	capacity	as	a								g Cooperati	
				-								s set forth in	
												g the use of	
Ma	ster.	Agreemen	ts an	d pu	irchase	of Produ	acts and Se	ervice	s that fro	m tim	e to time are	made availa	ble
by:	Lead	l Public A	genc	y to	Partici Partici	ipating I	Public Age	encies	nationw	ide th	rough GovN	AVMT. Cop	ies
of I	Mast	er Agreem	ents	and	l any an	nendme	nts thereto	made	e availab	le by l	Lead Public	Agency will	be
											Public Agen		
Prv		F F -							-				
Lur	iders	stand that t	he m	irch	ase of o	one or m	ore Produ	cts an	d Service	es und	er the provis	ions of MIC	PΑ
		sole and	-										
19 4	t uno	sole and c	omp	1010	discret	ion or u	ic i dittoip	ating	1 40110 11	Боло	• :		
_	, .	1.00		7	10 11	. 4							
Aut	nori	zed Signat	ure, .	Lea	a Publi	c Agenc	y						
(Pr	inted	l Name)											
(Tit	le)												
,													
\overline{Da}	ite)												

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. Complete this Exhibit F and submit as part of your response.

DEFINITIONS

Contract: A legal instrument by which a Federal funding award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term "Contract" is interchangeable with the term "Master Agreement."

Contractor: Contractor means an entity that receives a contract. The term "Contractor" is interchangeable with the term "Supplier."

Cooperative agreement: A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.

Federal awarding agency: The federal agency that provides a federal award directly to a non-Federal entity (NFE).

Federal award: The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with "Federal awarding agency", "grant", and "financial assistance."

Non-Federal Entity (NFE): A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

Recipient: An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

Pass-through entity: A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the Federal funding award agreement.

Simplified Acquisition Threshold (SAT): Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

Subaward: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out a part of federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.

Subrecipient: An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

Uniform Guidance: The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

APPENDIX II TO 2 CFR 200

1. Remedies. Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity ("NFE") may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(Initial of Supplier's Authorized Representative)

2. Termination for Cause and Convenience. Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public 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 Supplier or for convenience as detailed in the terms of the contract.

(Initial of Supplier's Authorized Representative)

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the equal opportunity clause found in 2 CFR Part 200.

Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

4. Davis-Bacon Act. When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends
federal funds during the term of the award for all contracts and subcontracts for construction or
repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.
repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

(Initial of Supplier's Authorized Representative)

5. Copeland "Anti-Kickback" Act. The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act the Federal awarding agency. The contractor shall comply with 18 U.S.C § 874,40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agreement instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

Pursuant to Federal Rule, 5, Copeland "Anti-Kickback" Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.

6. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

(Initial of Supplier's Authorized Representative)

7. Rights to Inventions Made Under a Contract or Agreement. This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the Federal award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the Federal awarding agency. The regulation at 37 CFR § 401.2(a) defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

8. Clean Air Act and Federal Water Pollution Control Act. For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal awarding agency. Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule,

(Initial of Supplier's Authorized Representative)

9. Debarment and Suspension. For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will motify the Participating Public Agency.

(Initial of Supplier's Authorized Representative)

10. Byrd Anti-Lobbying Amendment. Contractors that apply or bid for an award of more than \$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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (Including subcontracts, subgrants, and contracts under grants, lowns, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

	D	1	_ agrees
Initial of	tial of Supplier's Authorized Representative)		

11. Procurement of Recovered Materials. Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.

12. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but in not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, produced in the United States means, for iron and steel products, that all manufacturing processes, form the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that is will comply with this Domestic Preference for Procurements. agrees (Initial of Supplier's Authorized Representative) Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Suppler certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. AMERICANA Address, City, State, Zip Code: Printed Name of Authorized Signer: Email address of Authorized Signer Signature of Authorized Signer:

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

Definitions

Federal Emergency Management Agency (FEMA): FEMA's statutory mission is to reduce the loss of life and property and protect the Nation form all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to 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 Contractor or for convenience.

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

3. Equal Employment Opportunity

Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b). The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practice when it participates in federal assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received form such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Back Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland "Anti-Kickback" Act also applies. In situations where the Davis-Bacon

Act does not apply, neither does the Copeland "Anti-Kickback" Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA gran and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) Withholding for unpaid wages and liquidated damages. The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).

(4) Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA's Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs. The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

Funding Agreements: The regulation at 37 CFR § 401.2 defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of face relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

APPENDIX A, 44 CFR PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

EXHIBIT G FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RECOMMENDED CONTRACT PROVISIONS

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, FARBER SPECIALTY VEHICLES, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

11-12-93

Date

11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

B. Company

- 1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.
- 2. Provide the total number and location of sales persons employed by your company in the United States. 7 internal Numicross Academs 2 brokers

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE	
3	Atlanta	GA	
2	Orlando	FL	
4	Miami	FL	
1	Richmond	VA	
2	Philadelphia	PA	
1	Kansas City	KS	
5	Chicago	IL	
6	Dallas	TX	
4	Phoenix	AZ	
15	Los Angeles	CA	
	Etc.	Etc.	
Total; 288			

- Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract,
- 4. Provide the number and location of support centers.
- 5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20½, 20½, AND 20½				
SEGMENT	202 SA	LES 20 PSALES	S 20 3 SALES	
Cities				
Counties				
K-12 (Public/Private)				
Higher Education (Public/Private)				
States				
Other Public Sector and Nonprofits		T I		
Federal				
Private Sector	261	1-1	11100	
Total Supplier Sales	28 0	69 W	00 111	

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THI	-		100		
SEGMENT	200	SALES	20	SALES	20 SALES
Cities					
Counties					
K-12 (Public/Private)					
Higher Education (Public/Private)					
States					
Other Public Sector and Nonprofits					
Federal					
Private Sector	10		(1 -	1	TI ha
Total Supplier Sales	42	M	40	M	2111/

- 7. Provide a list of your company's ten largest public agency customers, including contact information.
- 8. Describe any green or environmental initiatives or policies.
- 9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

10. Indicate if Supplier holds any of the below certifications in any classified areas and include

pro	of of such certification in your response:
a.	Minority Women Business Enterprise (MBE or WBE) Yes No
Ъ.	Small Business Enterprise (SBE) or Disadvantaged Business (DBE) Yes No
¢.	Historically Underutilized Business (HUB) Yes No
d.	Historically Underutilized Business Zone Enterprise (HUBZone) Yes No
e.	Veteran Business Enterprise (VBE) Yes No
f.	Service-Disabled Veteran's Business Enterprise (SDVBE) Yes No
If y	you responded yes to any designations in a-f, please list certifying agency(ies):

C. Order Processing and Distribution

- 1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- 2. In what formats do you accept orders (telephone, ecommerce, etc.)?

11. Please describe any Affirmative Action Policy your company has in place.

- 3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.
- 4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
- 5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
- 6. Describe how your company proposes to distribute the Products and Services nationwide.

- Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.
- 8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- 9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.
- 10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.
- 11. Describe your company's ecommerce capabilities:
 - Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

D. Sales and Marketing

- Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
 - Executive leadership endorsement and sponsorship of the award as the Supplier's go-tomarket strategy within the first 10 days.
 - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMT team within the first 90 days.
- 2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications.
 - b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.

- c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
- e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
 - GovMVMT Partners standard logo;
 - · Copy of original Request for Proposal, including all addenda;
 - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
 - Marketing Materials;
 - Electronic link to GovMVMT website including the online registration page;
 - A dedicated toll-free number and email address for GovMVMT.
- 3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- 4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.
- 5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:
 - Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
 - b. Pricing Equal to or better than Supplier's Best available government pricing
 - c. No cost to participate
 - d. Non-exclusive

- Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - a. Key features of Master Agreement
 - b. Working knowledge of the solicitation process
 - Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
 - d. Knowledge of benefits of the use of cooperative contracts
- Provide the name, title, email and phone number for the person(s) who will be responsible for:
 - a. Executive Support
 - b. Sales
 - c. Sales Support
 - d. Marketing
 - e. Financial Reporting
 - f. Accounts Payable
 - g. Contracts
- 8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.
- Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.
- 10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- 11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.
 - a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
 - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
 - Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).

RFP #23-2578-8JMH

EXHIBIT B SUPPLIER RESPONSE

- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
- 12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:
 - including targeted dollar volume by year:

 \$ \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(\) \(

E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

GOVMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide [Insert Contract Name] (the "Contract") between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.

EXHIBIT C ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of (Insert Date), by and between GovMVMT ("GovMVMT Purchasing Cooperative") and ("Supplier").

RECITALS

WHEREAS, the ("Lead Public Agency") has entered into a certain Master Agreement dated as of (enter date), referenced as Agreement (No.#), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

WHEREAS, Lead Public Agency desires GovMVMT to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "GovMVMT Purchasing Cooperative" is a trade name licensed by IGSA

WHEREAS, GovMVMT and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT and Supplier hereby agree as follows:

ARTICLE I GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or

modified by this Agreement.

- 1.2 GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.
- 1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.
- 1.4 GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.
- 1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II TERM OF AGREEMENT

2.1 This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.

ARTICLE III REPRESENTATIONS AND COVENANTS

3.1 GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

3.2 GovMVMT Representations and Covenants.

- (a) <u>Marketing</u>. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.
- (b) <u>Training and Knowledge Management Support.</u> GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), GovMVMT shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMT shall also provide Supplier with access to GovMVMT' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.
- 3.3 <u>Supplier's Representations and Covenants</u>. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "<u>Supplier's Commitments</u>" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) Executive Commitment

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's

Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT' website and shall implement and support such web page.

- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

(b) Value Commitment

- (i) Supplier represents to GovMVMT that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
 - (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would

be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

- (iii) <u>Deviating Buying Patterns</u>. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) <u>Supplier's Options in Responding to a Third-Party Procurement Solicitation.</u> While it is the objective of GovMVMT to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
 - (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
 - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
 - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
 - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
 - (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- c) <u>Differentiator Commitment</u>. Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

- (d) <u>Sales and Marketing Commitment</u>. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
 - Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall insure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
 - (ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and

approval.

- (iii) <u>Sales Force Training.</u> Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:
- (A) A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - GovMVMT standard logo;
 - (2) Copy of original procurement solicitation and all addenda:
 - (3) Copy of Master Agreement including all amendments.
 - (4) Summary of Products and Services pricing.
 - (5) Electronic link to GovMVMT' online registration page;
 - (6) Other promotional material as requested by GovMVMT.
 - (7) A dedicated toll-free national hotline for inquiries regarding GovMVMT.
 - (8) A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.
- (v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.
- (vi) <u>Supplier's Performance Review</u>. Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "<u>Supplier Content</u>") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

- 3.4 <u>Breach of Supplier's Representations and Covenants</u>. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.
- Indemnity. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV PRICING AUDITS

Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVMT is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V FEES & REPORTING

5.1 <u>Administrative Fees.</u> Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate

purchases made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

Administrative Fee Tiers*

Annual Contract Spend Low	Annual Contract Spend High	Administrative Fee
\$0	\$15,000,000	1.75%
\$15,000,001	\$25,000,000	1,8% /.00
\$25,000,001	\$75,000,000	1.25%
\$75,000,001	> \$75,000,001	1.00%

*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1st – December 31st of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report

format to accommodate the distribution of the Administrative Fees to its future potential program sponsors and state associations.

- Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.
- 5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.
- 5.5 <u>Usage Reporting.</u> Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:
 - (i) Supplier's Product Number
 - (ii) Product Description
 - (iii) Manufacturer Name
 - (iv) Manufacturer Number
 - (v) Unit of Measure
 - (vi) GovMVMT Price
 - (viii) Number of times ordered
 - (ix) Units sold
 - (ix) Sales by Manufacturer
- 5.6 <u>Supplier's Failure to Provide Reports or Pay Administrative Fees</u>. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

- 6.1 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Assignment.
- (a) <u>Supplier</u>. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment without such consent shall be void.
- (b) <u>GovMVMT</u>. This Agreement and any rights or obligations hereunder may be assigned by GovMVMT in GovMVMT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMT's obligations hereunder.
- 6.3 <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMT may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

GovMVMT: GovMVMT

7629 NW 143rd St Alachua, FL 32615

Attn: Program Manager Administration

Supplier: FAKBER SPECIALTY VEHICLES

STURE GOODYNES UPOF SALES

Attn: GovMVMT Program Manager

- 6.4 <u>Severability</u>. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.5 <u>Waiver</u>. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

- 6.6 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.7 <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.8 <u>Governing Law; Arbitration</u>. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.
- 6.9 <u>Attorney's Fees.</u> If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 6.10 <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, GovMVMT has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMT:
GOVMVMT PURCHASING COOPERATIVE
Ву
Name: David Kidd
Title: Program Manager
Supplier: FARBER SPECIALTY VENICLES (Insert Supplier Name) By Name: Structory VENICLES Title: Vill Parish of Sales
Columbus Address 7052 Americans Parkway Reynoldsburg, 0H 43068 614 . 853 . 6470 800 . 331 . 3188

SAMPLE SALES REPORT TEMPLATE

10 No	Supp ID	Account No	AgencyNants	Address	Address2	City	State	Z.p	Year	Оt	Month	Sales Amoun
	-						_					
_							_					
							_		-			
							-	-	-			
							_	_		-	-	_
						_	+		_	-	-	

OWNERSHIP DISCLOSURE FORM (N.J.S.A. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, c.440, the Supplier 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:	FARBER SPECIALTY VEHICLES		
Address:	JOSS AMERICANA PORKHAY, REYNOLDS	source Ohio 43	9
necessary. A sole proprietor	a Sole Proprietor; and therefore, no disclosure is is a person who owns an unincorporated business by him/herself. y company with a single member is not a Sole Proprietor.	Yes No	
2. The Company is a Company.	a Corporation, Partnership, or Limited Liability		
addresses of all stocki (b) all individual part	to Question 2, you must disclose the following: (a) the holders in the corporation who own 10% or more of its sners in the partnership who own a 10% or greater interest disability company who own a 10% or greater interest tecessary.)	stock, of any class; st therein; or, (c) all	
"none".	holders, partners or members owning 10% or more i	•	
	A. 3 d	T-44	
Name	Address	Interest	
Ken Freber		33113°L=	
Name Ken Freber John Freber	477 Clyn Taxal Dr. Granille, 1/43033	33/13°Ls	
Name Ken Furber John Furber Wick Furber	477 Glyn Taxal Dr. Granille, D. 43083 5250 HARLAM RD NIN Albay Uh 43050	33/13°Ls	

Name	Address	Interest
	7.1	
	NAME	
	JU 10-	

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



ATTACHMENT F SAMPLE CONTRACT

[Non-Professional or Professional] Services Contract Contract No. [#]

This [Non-Professional or Professional Services] Contract (this "Contract") entered into this [#] day of [month] 20[##], by [Offeror's Name] (the "Contractor") and the [County of Henrico, Virginia or County School Board of Henrico County, Virginia] ([the "County" or "HCPS"]).

WHEREAS [the County or HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the "Request for Proposals"), for [subject matter of the RFP].

WITNESSETH that the Contractor and [the County or HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the [the County <u>or</u> HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County or HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County or HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days' written notice before the end of the term unless Contractor has given [the County or HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

- This [Non-Professional <u>or Professional]</u> Services Contract between [the County <u>or HCPS</u>] and Contractor.
- 2. The General Contract Terms and Conditions included in the Request for Proposals.
- 3. The Negotiated Modifications (Exhibit [letter]).
- 4. Contractor's Best and Final Offer dated [date] (Exhibit [letter]).
- 5. Contractor's Original Proposal dated [date] (Exhibit [letter]).
- 6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

SRECIAL TV VEHICLES Culem Couchi Columbus Address 7052 Americana Parkway Reynoldsburg, OH 43068 614.863.6470 800,331,3188	[County of Henrico, Virginia <u>or</u> County School Board of Henrico County, Virginia] [P.O. Box 90775 <u>or</u> 406 Dabbs House Road] [Henrico, VA 23273-0775 <u>or</u> 23223]
Signature	Signature
Printed Name and Title 11-13-33	[Purchasing Director <u>or</u> County Manager <u>or</u> Superintendent]
Date	Date

NON-COLLUSION AFFIDAVIT N.J.S.A. 52:34-15

. (1				
State of New Jersey County of Fairfield	ss:			
BEXLEY Obio	ect	residing (name	of	in affiant)
in the County of FRA	YKTIN	and	State	of
	ing duly sworn according			
	ing day sworn according	to law on my	oaui de	hose
and say that:		FARE	ER	
Street (12-1)		SPECIALTY VE	HICLES	
am Sicil Coog	(L)	Emans Co	NACE V	
NP of DARES	7052 A	<u>Columbus Adı</u> Imericana Parkway Ri		H 43058
(title or position)		14.863.6470	800.331 3	
FARBERSPELIALTI VEH	the bidder making	this Proposal	for the I	oid
entitled Emagracy & Spicially V	and that I executed	the said pro	posal wit	th
(title of bid proposal)				
full authority to do so that said bidder has				
participated in any collusion, or otherwis				
bidding in connection with the above-nan				
proposal and in this affidavit are true a				
ALLITARATION PRIVING BY FARDEN	Specially relies upon the	e truth of the	e staten	nents
contained in said Proposal 11 VENI	Cres.			
(name of contracting unit)	86 d - 34 le	_44 &4_	:_	· 4
and in the statements contained in this a	πισανιτ in awarding the co	ontract for the	said pro	уест.
I further warrant that no person or selling secure such contract upon an agreeme brokerage, or contingent fee, except commercial or selling	nt or understanding for a	commission	, percen e establi	tage,
(name of firm)	N M			
Subscribed and sworn to				
		9		
before me this day	18A 1X			
	Signature			
November 20, 2023	Stun Ode	Vers		
NA Prini XOUS	(Type or print name of	affiant unde	r signatı	ıre)
Notary DUBITO OF NOTARY OF				
My ComMission Sexpires 3-13-37				
9				
8 1 2 1				
May Son Salar				
Salar Expires 3 The salar sala	Page 66 of 320			

AFFIRMATIVE ACTION AFFIDAVIT P.L. 1975. c.127

Company Name:
Address: Columbus Address 7052 Americana Perkway Reynoldsburg, 0H 43068 614.863.6470 800.331.3188
Proposal Certification : Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if 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 Documentation: The Supplier shall submit with its proposal, <u>ONE</u> of the following three documents:
(1) Letter of Federal Affirmative Action Plan Approval
(2) Certificate of Employee Information Report
(3) Employee Information Report Form AA302
Public Work – Project Cost over \$50,000:
(1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
(2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.
I flither certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief. Authorized Signature Styll Valyllage
Printed Name
Via President of Sales Title
11-15-23
Date

MANDATORY AFFIRMATIVE ACTION LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate

recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.</u>

Signature of Procurement Agent

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 on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 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 http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) 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.



Columbus Address
7052 Americana Parkway Reynoldsburg, DH 43068
614 . 863 . 6470 800 . 331 . 3198

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:

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* 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."

FARBER SPECIALTY VEHICLES Custom Coachi

Columbus Address 7052 Americana Parkway Reynoldsburg, OH 43068 614 . 853 . 6470 800 . 331 . 3188

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.

/ondor			
Vendor		Part I – Vendoi	Information
A GLICIOI	ARBER		
Name:	Custom Coacki		
Address:	Columbus Address		
	a Parkway Reynoldsburg, OH 43068		
3.1.000			
e undersigned being autho	rized to certify, hereby certifie	s that the submis	sion provide
rein represents compliand	∞ with the provisions of N	I.J.S.A. 19:44A-2	0.26 and a
resented by the Instruction		Lu Post A	£ < 10.
this M		Inc I de HANTAL	OI TAIL
	Printed Name	т	itla
Signature \		Title	
	Part II - Contribution Disclosure	e	
isclosure requirement: Pur	suant to N.J.S.A. 19:44A-20.2	6 this disclosure	must include
	ibutions (more than \$300 pe		
	to the committees of the gov		
	•	emment enddes	isted on the
orm provided by the local ur	nit.		
Check here if disclosure i	Recipient Name	Date	Dollar Amount
			\$
Alle			Ψ
MARE	,		
10-34-			
10000			
10 30			
7 0 30			

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 the Pay to Play section OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

FARBER SPECIALTY VEHICLES Custom Coachi

Columbus Address
VSQ Americana Parkway Revold

7052 Americana Perkway Reynoldsburg, 0H 43068 614 , 863 , 6470 800 , 331 , 3188

STOC



CATION

Carrier Comments	
Name of Business: Columbus.	Reynoldsburg, OH 4306B
614.863.6470	800.331.3188
•	ns the names and home addresses of all
stockholders holding 10% or more undersigned.	of the issued and outstanding stock of the
I certify that no one stockholder own stock of the undersigned.	s 10% or more of the issued and outstanding
Check the box that represents the type of	business organization:
Partnership	oration
Proprietorship	
Limited Partnership Limited Liabi	lity Corporation Limited Liability Partnership
Subchapter S Corporation	
Ŧ	f necessary, complete the stockholder list
below. Use more space as necessary.	
Stockholders:	May 17 1 col
Name: KEN FARBER 33/13	Name: Name: 5373
Home Address: 477 Glyn Thur Dr	Home Address: 3912 Prince Care A
CRANILLE OHIO 43003	NEM WARMYN OF ABODA
Name: John Furber 33/13	Name:
Home Address: 5350 WARLAM KD	Home Address:
NEW ALBHAY ON UBOSM	

Subscribed and sworn before me this <u>A○</u> day of ______, 2<u>⊙λ</u>,

(Notary Rublie), Gobel, No. State St

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Columbus Address
7052 Americana Parkway Reynoldsburg, 0H 43068
614 . 863 . 6470 800 . 331 . 3188

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf

Suppliers should submit the above completed form as part of their proposal.

Custom Coachi

Columbus Address 7052 Americana Parkway Roynoldsburg, OH 43068 614 , 863 , 6470 800 , 331 , 3188

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate



Columbus Address
7052 Americana Parkway Reynoldsburg, OH 43068
614 , 863 , 6470 800 , 331 , 3188

DEPARTMENT OF FINANCE Oscar Knott, CPP, CPPO, VCO Purchasing Director

COMMONWEALTH OF VIRGINIA County of Henrico

RFP 23-2578-8JMH – Emergency and Specialty Vehicles, Equipment, Accessories, Related Products and Services

Pre-proposal Meeting October 11, 2023 at 3:00pm RSVP SHEET

Company Name	Attendee's Name	Email Address	Phone Number
Don Brown Bus Sales	Evan Kushner	ekushner@buscrazy.net	845-263-0887
Draxxon	Dakota Owen	dakota@draxxon.org	618-643-9617
Farber Specialty Vehicles	Steve Goodyear	sgoodyear@farberspecialty.com	614-863-6470
Lenco Armored Vehicles	Lea Bartini	lbartini@lencoarmor.com	413-443-7359
Mission Mobile Medical	Laura Nederbragt	Inederbragt@missionmobilemed.com	730-210-3890
Northwestern Emergency Vehicles	Tony Tyler	tony@nwev.com	800-536-8488
TechOps Specialty Vehicles, LLC	Bill Krampf	wkrampf@techopssv.com	443-848-2906
Willard Marine	Tim Pridemore	tpridemore@willardmarine.com	757-774-2707
Witmer Public Safety Group, Inc.	Jeff Trego	jtrego@wpsginc.com	484-288-6420
Altitude Imaging	Curtis Marshall	curtis@altitudeimagined.com	540-266-8766
Atlantic Emergency Solutions	Bruce Wilson	contracts@atlanticemergency.com	800-442-9700

*Please note: this list includes all attendees that sent an RSVP email request with their intent to attend the pre-proposal meeting and may be incomplete to all actual meeting attendees, some of whom may have been shared the link and are not listed.

EXHIBIT A QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

ic Agencies				
.generes.)				
h the ability				
er to support				
ncies' sales progress?				
rdering and				
Agencies?				
8. Check which applies for your company sales last year in the United States: Sales between \$0 - \$25 Million Sales greater than \$25 Million to \$50 Million Sales greater than \$50 Million to \$100 Million Sales greater than \$100 Million				
Sales				



Tab 2





II. SCOPE OF SERVICES

A. General Definition of Products and/or Services.

- 1. Category A: Ambulance and Emergency Vehicles, Equipment, and Accessories, includes but is not limited to a complete line of EMS vehicles, equipment, and accessories, such as Type I and Type III EMS Modules, Type II vehicles (if offered), mobile clinics, and any other ambulance vehicles, equipment, and accessories available from the Successful Offeror(s).
- 2. Category B: Fire Apparatus Vehicles, Equipment, and Accessories, includes but is not limited to, a complete line of fire engine vehicles, aerial ladder vehicles, aerial tower vehicles, aircraft rescue and firefighting ("ARFF") vehicles, and any other fire apparatus vehicles, equipment, and accessories available from the Successful Offeror(s). Page 5 of 35
- 3. Category C: Specialty Vehicles, Equipment, and Accessories, includes but is not limited to, a complete line of mobile command centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transports, mobile classrooms, mobile medical units, mobile dental units, mobile mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, marine or maritime vessels designed for search and rescue ("SAR") and associated search and rescue equipment and accessories, or regulation enforcement, and any other specialty vehicles, equipment, and accessories available from the Successful Offeror(s).
- 4. Category E: Related Supplies and Services, includes but not limited to, any related supplies and services available from the Successful Offeror(s) such as parts, training, vehicle services, and any other related supplies and services available.
- B. Requirements: Ambulances and Emergency Vehicles, Equipment, and Accessories.
- 1. Vehicles shall conform to the federal specification standard KKK-A-1822 or latest version and be certified, proof of which must be provided upon request.
- 2. The Successful Offeror(s) must provide high quality equipment, components, and parts designed for ambulance or emergency vehicles that are new and of current manufacture. The use of military surplus, used, obsolete, or discontinued items will not be acceptable.
- 3. The Successful Offeror(s) must construct the complete vehicle, with the exception of the chassis. Additional elements constructed and installed "in house" are required to ensure service and parts availability.
- C. Requirements: Fire Apparatus Vehicles, Equipment, and Accessories.
- 1. Any proposed Products shall conform to the applicable requirements, current at the date of manufacture, of the National Fire Protection Association ("NFPA") NFPA 1901, "Standard for Automotive Fire Apparatus".
- 2. The Successful Offeror(s) must provide high quality equipment, components, and parts designed for firefighting apparatus that are new and of current manufacture. The use of military surplus, used, obsolete, or discontinued items will not be acceptable.
- D. Requirements: Specialty Vehicles, Equipment, and Accessories.
- 1. Vehicles may include, but are not limited to, the following:
- a. Police, Emergency Management, Homeland Security

- 1. Command
- 2. Communications
- SWAT Deployment
- 4. SWAT Equipment

Page 6 of 35

- Bomb / Explosive Ordinance Disposal ("EOD")
- 6. DUI / BAT
- 7. Prisoner Transport
- 8. Crime Scene
- 9. Hostage Negotiation
- b. Fire Services
- Command
- 2. Communications
- 3. Hazardous Material ("HazMat")
- 4. Rescue
- Equipment
- 6.911
- 7. ARFF
- c. Mobile Medical
- 1. Health
- 2. Dental
- 3. Mammography
- 4. Audiology
- Bloodmobile
- Optometry
- d. Laboratories
- 1. Environmental Testing
- Science and Research
- Advanced Technology
- e. Classroom
- 1. Computer Lab
- 2. Technical Learning
- Workforce
- 4. Job Training
- 5. Bookmobiles
- f. Marine and Maritime Vessels
- 1. Rigid Hull Inflatable (RIB)
- 2. Marine and River Patrol
- 3. Fast Response, Enclosed Cabin Vessel
- 4. Search and Rescue
- 5. Utility and Towing
- 6. Firefighting

Page 7 of 35

- 2. The Successful Offeror(s) shall maintain a fully staffed warranty, service, delivery, and training department capable of delivery and service to all fifty (50) states.
- E. OEM and Aftermarket Components.

The Successful Offeror(s) must:

- Provide Products new and of the latest factory model year released. Products shall be complete, and ready to operate upon delivery. No rebuilt or re-manufactured components will be acceptable.
- Provide only components that are Original Equipment Manufacturer ("OEM"). No aftermarket components will be acceptable unless approved by the designated representative from the County or Participating Public Agency prior to submittal of Products.
- 3. Provide all accessory installations that are securely affixed and comply with OEM and

OSHA standards. No installation shall interfere with OEM systems nor render the vehicle warranty invalid.

4. Ensure all electrical installation feature wiring is securely affixed to running path. Wiring must have feature protection, including a minimum of shielding with loom, rubber grommets for "pass through" and insulated wire clamps for mounting. All accessory circuits must have proper circuit protection adequate to prohibit damage to vehicle OEM systems and prevent electrical shorts or fires.

F. Compliance with Laws.

The Successful Offeror(s) must maintain compliance with all current and applicable federal, state, and local laws pertaining to purchased Products from start to the date of delivery. The Successful Offeror(s) shall furnish proof of compliance prior to acceptance of the Product. G. Design.

The Successful Offeror(s) must:

- Provide designs which include the integration of all systems and sub-systems so they are blended together seamlessly with the creative design elements to present the Products positively to the end user.
- 2. Provide designs verifying Product performance in a commercial duty with an operating lifecycle of 10 years. Designs shall be completed from the ground up as an emergency or specialty vehicle.
- 3. Submit design drawings upon request to the County or Participating Public Agency per its specifications for approval. Drawings shall be large "D" size (minimum 24" x 36"). Page 8 of 35

Smaller size drawings, "similar to" drawings or general sales drawings shall not be acceptable.

H. Delivery, Inspection, and Acceptance.

The Successful Offeror(s) must:

- 1. Deliver Products to the County or a Participating Public Agency within the mutually agreed upon delivery schedule (pre-determined prior to the issuance of any purchase order).
- 2. Notify designated County or Participating Public Agency personnel 15 working days prior to delivery of the Product so that appropriate staff may complete pre-delivery inspections and complete any necessary scheduling arrangements prior to the Product's delivery. The Successful Offeror(s) Product will be:
- 3. Subjected to a pre-delivery and post-delivery inspection by the County or Participating Public Agency to determine that the Product, in its final configuration, meets the requirements of this RFP and the County's or Participating Public Agency's specifications, is complete, and not damaged upon delivery to the County or Participating Public Agency.
- Finally accepted after post-delivery, and after inspection demonstrates that the vehicle is operational and in full compliance with this RFP.
- I. Manuals and Training.
- 1. The Successful Offeror shall furnish a complete set of manuals during delivery of vehicle and shall provide, at minimum, one hard copy of each as well as one electronic format copy unless otherwise specified by the County or Participating Public Agency.
- 2. The Product will not be accepted until all manuals are delivered.
- 3. The Successful Offeror shall provide training to operators or technicians of the County or Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as preventative maintenance requirements.
- J. Equipment Recalls.

In the event of any recall notice, technical service bulletin, or other important notification affecting Products purchased from this contract(s), the Successful Offeror(s) must send a notice to appropriate personnel at the County or Participating Public Agency in a timely manner. K. Warranty.

1. Warranty for all Products must be in accordance with manufacturer's standard provided specifications.

Page 9 of 35

- L. Pricing and Ordering.
- 1. Offeror shall provide firm contract pricing for all Products and Options being offered. Specialty Vehicles listed under this RFP should include an MSRP base unit list price and MSRP discount. All additional features, accessories, add-ons, equipment, and/or customized options (including but not limited to upgrades, downgrades, optional equipment, features, accessories, and services) shall be listed at MSRP price along with the discount offered. Failure to submit pricing for frequently purchased options may cause response to be considered non-responsive to this RFP.
- Successful Offeror(s) shall prepare Quotes for authorized users that include everything being purchased, including the base bid item(s), all published contract options, any additional unpublished options, and an estimated delivery date.
- 3. Authorized users will prepare a purchase order document to Successful Offeror(s) which match total value on the provided quote.

Farber Specialty Vehicles fully understand Tab II, in its entirety, with the exception that we are not responding to Category A or Category B (Ambulance or Fire). We have a complete understanding of this section and have highlighted the items we are responding to and except in concise terms.



Tab 3





Tab 3 – Default, Termination and Barred Certification Statement Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the certifications cannot be made, offerors must explain in reasonable detail.

We, Farber Specialty Vehicles, certify that we have not defaulted, had a contract terminated, or been barred from participating in a contract in the last five years, or currently been barred from doing business with any government agency.

Sincerely,

Steve Goodyear

Vice President of Sales

614-206-3986 (CELL)

800.331.3188 (TOLL FREE)





November 13, 2023

County of Henrico Risk Management PO Box 90775 Henrico, VA 23273

RE: Farber Specialty Vehicles

Columbus, OH

To whom it may concern:

The Cincinnati Insurance Company (CIC), with an A.M. Best rating of A+ and a financial size category class of XV, has been the surety of Farber Specialty Vehicles since 2004.

They currently have a \$2,000,000 single and \$7,500,000 aggregate surety program.

Our willingness to extend surety is subject to the ongoing application of Cincinnati Insurance Company's normal underwriting standards including, but not limited to, review of the job specifications and details, acceptable contract terms, acceptable bond language, satisfactory evidence of adequate financing and the principal's financial condition and amount of work on hand at the time bonds are requested.

This letter is not a bid bond and does not create an obligation on the part of Cincinnati Insurance Company to provide a surety bond for any project unless and until Farber Specialty Vehicles enters into a contract on terms that mutually satisfy both themselves and the Cincinnati Insurance Company at the time of bid or award as described above.

Should there be any questions, please do not hesitate to call at (740) 251-3045.

Sincerely,

Matthew S. Stephen Surety Regional Director

The Cincinnati Insurance Companies



REFERENCES

Dutchess County Emergency Services (NY)
Dana Smith
Commissioner
(845) 264-3705
dsmith@dutchessny.org

\$1,547,165.00

EL Paso Police Department (TX)
David Camacho
Lieutenant
(915) 549-0600
2689@elpasotexas.gov
\$1,300,000.00



Florida Department of Emergency Mgmt. (FL)
James Bijeda
Deputy Director of Emergency Management
(850) 296-5535
James.bujeda@em.myflorida.com
\$2,689,376.00



Los Angeles City Fire Department (CA)
Michael Flores
FF / Specification Apparatus Manager
(323) 309-0213
Michael.J.Flores@lacity.org
\$1,177,521.00





Asheville Police Department (NC)

Brandon Moore
Captain
(843) 670-4185
brmoore@ashevillenc.gov
\$1,061,066.00



Rockland County Sherriff Office (NY)

Adam Feuer Chief of Communications (845) 364-8911 afeuer@44-control.net \$1,631,506.00



DeKalb County Emergency Mgmt. (GA)

Bryan Dobson
Captain / Fire Operations
(404) 808-0844
BCDobson@dekalbcountyga.gov
\$1,202,520.00



St. Tammany Parish Sheriff Office (LA) Jeff Brady Captain of Operations (985) 237-9103

jeffreyBrady@stpso.com

\$1,300,000.00



Cobb County Sheriff Office (GA)

Anthony Mosby
Captain / Special Operations Division
(470) 820-5649
Anthony.mosby@cobbcounty.org
\$362,017.00



Suisun City Police Department (CA)

Aaron Roth
Chief of Police
(707) 421-7383
aroth@suisun.com
\$499,475.00



Massachusetts Department of Fire Safety (MA)

David Curran
Vehicle Operations & Logistics
(978) 580-6084
David.curran@mass.gov

\$682,500.00 ea. Qty: (7) Total Project: \$4,777,500.00



Charleston County Government (SC)

Martin Kratz
Communications Chief
(843) 693-2223
JKratz@charlestoncounty.org
\$1,472,690.00



Loa Angeles County Fire Department (CA)

David Thornton

Fire Apparatus Specialist Design Coordinator (213) 200-4538

dthornton@fire.lacounty.gov

\$968,320.00 ea. Qty: (3)

Total Cost of Project: \$2,904,960.00



Overland Park Police Department (K\$)

Kyle Livengood Major / Special Operations Division (913) 927-0694

Kyle.livengood@opkansas.org

\$1,448,062.00



Tennessee Bureau of Investigations (TBI) (TN)

Joey Clark
Special Agent in Charge (SAIC)
(615) 306 - 6603
Joseph.clark@tn.gov
\$1,325,594.00



Los Angeles County Sheriff Office (CA)

Klaus Girmes
Sergeant / Emergency Operations Bureau (323) 243 - 5357
KHGirmes@lasd.org

\$833,719.00 ea. Qty: (5) Total Cost of Project \$4,575,283.00



Gaston County Sheriff Office (NC)

Brian Bolick
Sergeant / Special Operations Bureau (704) 616-1530
bbolick@gcps.org
\$498,282.00



Boca Raton Police Department (FL)

Mark Caruso
Lieutenant / Special Operations Division
(561) 325 - 0504
mcaruso@myboca.us
\$507,516.00



Shawnee Police Department (KS)

Shaun Miller
Captain
(913) 742 - 6866
smiller@cityofshawnee.org
\$586,531.00



Rodney Smith (863) 698 - 1945 Rodney.Smith@Lakelandgov.net \$291,911.00





South Dakota Public Safety (SD) Ogola Nation

Kevin Rascher Lieutenant (605) 867 – 8129 <u>krascher@ostdps.org</u> \$662,983.00



Cleveland County Sheriff Office (NC)

Mark Craig Professional Standards & Internal Affairs (704) 473-3293 Mark.craig@clevelandcounty.com

\$478,545.00



Pennsylvania State Police (PA)

Mark Rowlands Sergeant / SWAT & HNT East Coordinator (484) 239 – 4082

marowlands@pa.gov \$278,632.00 ea. Qty: (3)

Total Cost of Project: \$835,896.00



Licking County Sheriff Office (OH) Chris Slaymand Lieutenant (740) 670 - 5534 cslayman@lcounty.com \$429,585.00





REFERENCES

Denton County Public Health

535 S. Loop 228 Suite 1003
Denton, TX 76205
Matt Richardson
940-349-2913
Matt.Richardson@dentoncounty.gov
417,392.00



Parkland Health & Hospital System

5000 Harry Hines Blvd.
Dallas, TX 75235
Frank Gonzales
(214) 590-3075
Frank.gonzales@phhs.org
\$561,374.00



Mt. Carmel Health System

6001 East Broad Street Columbus, OH 43213 Jason King (614) 546-4228 jking3@mchs.com \$489,511.00



Louisiana State University

2015 Fairfield Ave Suite 2B, Shreveport, LA 71104 Towanno Alexander RT (M) 318-813-4010 towanno.alexander@lsuhs.edu \$801,114.00



County of San Mateo

752 Chestnut Street Redwood City, CA 94063 James O'Connell 650-573-2958 Joconnell@smcgov.org \$591,681.00



Cincinnati Children's

333 Burnet Avenue, MLC 5002 Cincinnati, Ohio 45229 Jennifer Gruber 513-803-6536 Jennifer.Gruber@cchmc.org \$355,386.00



CHP Berkshires Family Services

442 Stockbridge Road Great Barrington, MA 01230 Katherine McSheffery 413-464-5326 kmcsheffrey@chpberkshires.org \$320,357.00



Fourth Street Clinic

409 West 400 South Salt Lake City, Utah 84101 Laura Michalski 801-364-0134 <u>laura@fourthstreetclinic.org</u> \$650,000.00



Delta Dental of South Dakota Foundation

720 N. Euclid Ave.,
Pierre, SD 57501
Zach Parsons
605-494-2558
zach.parsons@deltadentalsd.com
\$422,215.00



University of Arkansas Medical Sciences

4301 West Markham, Slot 125 Little Rock, AR 72205 Heather Kindy 501-686-6970 HAKindy@uams.edu \$595,108.00



Ohio State University Dental

Postle Hall, 305 W 12th Ave, Columbus, OH 43210 Rachel Whisler (614) 247-8064 whisler.32@osu.edu \$691,192.00



Beaufort Memorial Hospital

990 Ribaut Rd Beaufort, SC 29902 Jason Meyer (843) 522-5568 jmeyer@bmhsc.org \$337,363.00



University of Rochester

200 East River Road Rochester NY 14623 Nikki Underwood 585-274-1949 nicole underwood@urmc.rochester.edu \$641,020.00



St. Louis Childrens Dental - HKE

4249 Clayton Ave St. Louis, MO 63114 Lisa Glover Jones 314-286-2129 <u>Lisa.Glover-Jones@bjc.org</u> \$620,523.00



Northern California Community Blood

2524 Harrison Avenue Eureka, CA 95501 Tiffany Armstrong ph. (707) 443-8004 tarmstrong@nccbb.org \$346,583.00



Tuba City Dental

3008 E. Birch Ave.
Tuba City, Arizona 86045
Heather Williams
928-283-1421 X40024
Heather.Williams@tchealth.org
\$726,867.00



Rocking Horse

651 S Limestone St, Springfield, OH 45505 Tabitha McCarty 937-324-1111 tmccarty@rockinghorsecenter.org \$426,685.00



St. Elizabeth Medical Center

1500 James Simpson Jr Way, Covington, KY 41011 Madonna Vinicombe RN, MBA 859-301-2031 Madonna.Vinicombe@stelizabeth.com \$516,064.00



MD Anderson

1515 Holcombe Blvd, Houston, TX 77030 Cindy Marquez (713) 745-9200 cmarquez@mdanderson.org \$578,424



Lehigh Valley Mobile Mammography

1240 S. Cedar Crest Blvd. Suite 203 Allentown, PA 18103 Erin M. Yaworski 610-402-8659 Erin.Yaworski@lvhn.org \$485,829.00



Equitas Health

1105 Schrock Road Columbus, OH 43229 CJ O'Bryan (614) 643-6616 CJO'Bryan@equitashealth.com \$190,954



Sulzbacher Center for Homeless

611 E Adams St.
Jacksonville, FL 32202
Brian Snow
904.394.1358
briansnow@sulzbacherjax.org
\$379,996.00



Atrium Health

16455 Statesville Rd #360, Huntersville, NC 28078 James M. Robinson 704-617-9927 James.m.robinson@atriumhealth.org \$371,025



Pinellas County Health Department

440 Court Street, 2nd Floor Clearwater, FL 33765 Tim Burns (727)464-8441 Tburns@pinellascounty.org \$190,083



Heart to Heart

11550 Renner Rd Lenexa, Kansas. 66219 Mark Gleeson Cell (785) 331-8656 Mark.Gleeson@hearttoheart.org \$557,413



Ezras Community Health

49 Forest Rd, Monroe, New York 10950 Joseph Ezra 646 683-7528 <u>5761921@gmail.com</u> \$399,423





Bookmobile References

Alameda County Library

Erin Berman, Division Director 510.745.1520 erinberman@aclibrary.org 165 13th Street Oakland, CA 94538 \$463,321.00



Miami-Dade Public Library System

101 West Flagler Street
Miami, FL 33130
Kimberly Craig, Library Contracts
305.375.5576
kimberly.craig@miamidade.gov
\$183,500.00



Twinsburg Public Library

10050 Ravenna Road Twinsburg, OH 44087 Laura Leonard 330.425.3622 leonardla@twinsburglibrary.org \$131,310.00



Curtis Memorial Library

23 Pleasant Street
Brunswick, ME
Joyce Fehl
207.752.5242

jfehl@curtislibrary.com
\$132,474.00





Shoshone- Bannock Tribes

PO Box 306
Fort Hall, Idaho 83203
Bill Snapp
208.236.1003
bsnapp@sbtribes.com
\$329,286.00



Clark County Public Library 201 South Fountain Avenue

Springfield, OH 45506

John Pelletier

937.328.6901

jpelletier@ccplohio.org

\$395,000.00



Laman Public Library

2801 Orange Street
North Little Rock, AR 72114
Richard Theilig
501.416.4729
richard.theilig@lamanlibrary.org
\$419,419.00



Hendry School District

111 Curry Street LaBelle, FL 33975 Richard Talada 863.843.0904 taladar@hendry-schools.net







Nassau Library System

900 Jerusalem Avenue Uniondale, NY 11553 Caroline Ashby, Director 516.292.8920 cashby@nassaulibrary.org \$225,856.00



Walton County Public Library

3 Circle Drive
Defuniak Springs, FL 32435
Caitlin Cerise, Library Director
850.835.2040
cercaitlin@co.walton.fl.us
\$197,884.00



Hood County Library

1402 West Pearl Street, Suite 6 Granbury, TX 76048 Jennifer Logsdon 817.573.3569 ilogsdon@co.hood.tx.us \$322,988.00



Monterey County Free Libraries

188 Seaside Circle Marina, CA 93933 Hillary Theyer, Library Director 831.883.7566 theyerha@co.monterey.ca.us \$354,366.00





Tab 4

CERTIFICATE

Certificate Number: 111517.01

The Quality Management System and implementation of:

Farber Specialty Vehicles

With Central Functions At: 7052 Americana Parkway Reynoldsburg, OH 43068 United States

meets the requirements of the standard:

ISO 9001:2015

Scope:

Design, Engineering, Manufacturing, Repair and Servicing of Custom Mobile Specialty Vehicles.

Site Activities:

7052 American Parkway, Reynoldsburg, OH 43068 - Design, Engineering, Manufacturing, Repair and Servicing

5800 Alshire Drive, Columbus, OH 43232 - Metal fabrication, inventory

2400 Park Crescent Drive, Columbus, OH 43232 - Warranty service.

Certification Structure: Campus

Certificate Expires: May 31, 2025
Certificate Issued: June 01, 2022
Certified Since: June 01 2016

Dr. Cem O. Onus Managing Director

DEKRA Certification, Inc. 1120 Welsh Road, Suite 210 North Wales, PA 19454 USA (215) 997-4519 www.dekra.us/en/audits







Quality Manual

ISO 9001:2015

Farber Specialty Vehicles 7052 Americana Parkway Columbus, Ohio 43068



Layout of ISO 9001:2015

- 1 Scope
- 2 Normative references
- 3 Terms and definitions
- 4 Context of the organization
- 4.1 Understanding the organization and its context
- 4.2 Understanding the needs and expectations of interested parties
- 4.3 Determining the scope of the quality management system
- 4.4 Quality management system and its processes
- 5 Leadership
- 5.1 Leadership and commitment
- 5.2 Policy
- 5.3 Organizational roles, responsibilities and authorities
- 6 Planning
- 6.1 Actions to address risks and opportunities
- 6.2 Quality objectives and planning to achieve them
- 6.3 Planning of changes
- 7 Support
- 7.1 Resources
- 7.2 Competence
- 7.3 Awareness
- 7.4 Communication
- 7.5 Documented information
- 8 Operation
- 8.1 Operational planning and control
- 8.2 Requirements for products and services
- 8.3 Design and development of products and services
- 8.4 Control of externally provided processes, products and services
- 8.5 Production and service provision
- 8.6 Release of products and services
- 8.7 Control of nonconforming outputs.
- 9 Performance evaluation



- 9.1 Monitoring, measurement, analysis and evaluation
- 9.2 Internal audit
- 9.3 Management review
- 10 Improvement
- 10.1 General
- 10.2 Nonconformity and corrective action
- 10.3 Continual improvement

This manual complies with the requirements of the ISO 9001:2015 International Standard.

Printed: 11-17-2023 @ 11:49 AM Page 110 of 320 Page 3 of 37





Scope and Exclusions

This Quality Manual contains policies that have been implemented at Farber Specialty Vehicles At all locations.

This manual pertains to processes relating to: The designing and manufacturing of mobile specialty vehicles used for law enforcement, health outreach, mammography, dental, laboratories and others.

The manual and related quality system documentation are written to comply with the requirements of ISO 9001:2015.

Scope revised to all locations due to new building.

Exclusions

The organization has no exclusions.





3 - Terms and Definitions

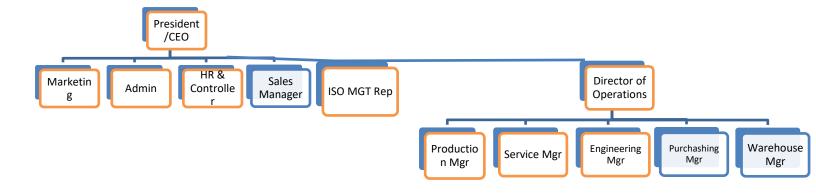
Throughout this Quality Manual, the term "organization" refers to Farber Specialty Vehicles.

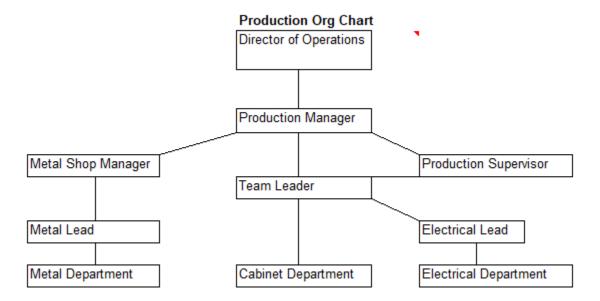
Quality Management System (QMS) refers to a system that considers the three main components: quality control, quality assurance and quality improvement. Quality management is focused not only on product or service quality, but also the means to achieve it. A QMS, therefore, uses quality assurance and control of processes, as well as products/services to achieve more consistent quality.



4 - Context of the Organization

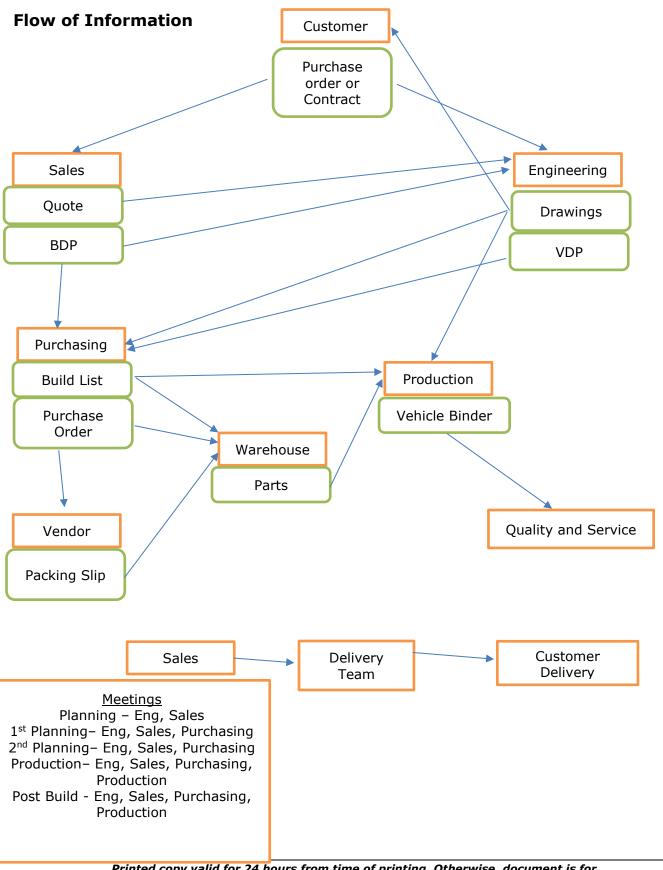
4.1 Understanding the Organization and its Context





Printed: 11-17-2023 @ 11:49 AM









Farber Specialty considers a wide range of potential factors which can impact on the management system, in terms of its structure, scope, implementation and operation.

- External factors can arise from legal, technological, competitive, market, cultural, social and economic environments, suppliers, whether international, national, regional or local.
- Internal factors related to values, culture, knowledge and performance of the organization.

These factors are discussed during Farber Specialty's Management Review. Farber Specialty supports the delivery of a product through the application of effective and continually improving systems, assuring conformity to customer and applicable legal requirements, whilst enhancing customer satisfaction.

4.2 Understanding the Needs and Expectations of Interested Parties

Farber Specialty continues to determine the need and expectations of interested parties, both internal and external. Interested parties could include:

• Employees • Contractors • Clients/Customers • Suppliers • Regulators • Shareholders • • Non-Governmental Organizations (NGOs)

When ensuring that Farber Specialty meets the needs of interested parties they consider the effects of:

- Key economic and market development which can impact on the organization. Specifically in law enforcement and healthcare. Potential customers for mobile vehicles
- Technological innovations and developments. Keeping up with new technology to ensure the product is not using obsolete technology.
- Regulatory developments; a whole range of external regulations are being monitored by Farber Specialty.
- Political and other instabilities. Tariffs can affect the price of parts used to build the mobile vehicles. Instabilities can cause a halt in inventory. Farber Specialty relies on government contracts part of its business. These contracts must be monitored.
- Organizational culture and attitudes. An effective and motivated workforce will give Farber Specialty positive impacts.



- Stakeholder engagement exercises: already widely used to consult with interested parties and map out concerns and issues.
- Meetings and other interactions with regulators. Consistent review of regulation requirements overall and on a per contract basis.
- Employee meetings, consultations and feedback activities. Post Build Meetings are one place these topics are discussed at Farber Specialty.
- Supplier reviews and relationship management. Farber Specialty is trying to get much more mutual benefit from the supplier-client relationships which are critical to mutual success.
- Customer reviews and relationship management. Reviewing customer feedback during Farber Specialty's management review. The sales department also reviews the need of customers.

During the Management Review, Farber Specialty elevates the discussions to the highest levels, since capturing the above range of information is hard to achieve without senior management involvement.

4.3 Determining the Scope of the Quality Management System

The organization has no exclusions.







4.4 - Quality Management System and its Processes

The organization has established, documented, implemented and currently maintains a quality management system. We continually improve its effectiveness in accordance with the requirements of ISO 9001.

The organization:

- has determined the processes needed for the quality management system and their application throughout the organization,
- determined the sequence and interaction of these processes,
- determined criteria and methods needed to ensure that both the operation and control of these processes are effective,
- ensures the availability of resources and information necessary to support the operation and monitoring of these processes,
- monitors, measures where applicable, and analyzes these processes, and
- Implements actions necessary to achieve planned results and continual improvement of these processes.

These processes are managed by the organization in accordance with the requirements of ISO 9001.

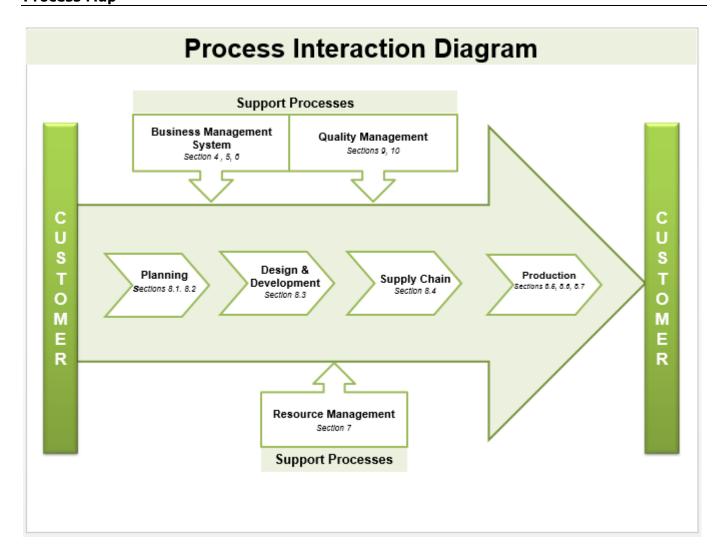
The Key Business Processes of the organization are:

- Quality Management
- Customer Service
- Purchasing and Receiving
- Order Fulfillment

The following page provides a Process Map showing the sequence and interactions of these processes.

Printed: 11-17-2023 @ 11:49 AM Page 118 of 320 Page 11 of 37

Process Map





Process Effectiveness Matrix X – Primary O - Secondary				Quality Objectives	
		On Time Delivery	Drawing Errors and Late Drawings	Supplier Performance	Customer Satisfaction
	Planning	0			Χ
Key Processes	Design and Development	0	Х		0
Key Pro	Supply Chain	0		Х	0
	Production	Х			0

Where the organization chooses to outsource any process that affects product conformity to requirements, the organization ensures control over such processes. The type and extent of control to be applied to these outsourced processes are defined within the quality management system.

Outsourced Processes

Outsourced Process	Provider	Controls
Temporary Employees	Trillium and Tradesmen	Interview and Evaluation
Graphics	Applied Graphics	Inspection
Painting	Byers	Inspection
Metal Work	Wolf, Laserflex, QC Metal	Inspection

Documentation Requirements

General

The quality management system documentation includes:

- documented statements of a quality policy and quality objectives,
- a quality manual,
- documented procedures and records required by ISO 9001, including Document Control, Record Control, Internal Audit, Control of Nonconforming Product, Corrective and Preventive Action.
- documents, including records, determined by the organization to be necessary to ensure the effective planning, operation and control of its processes.

Quality Manual

The organization has established and currently maintains a quality manual that includes:

• the scope of the quality management system, including details of and justification for any exclusions,



- the documented procedures established for the quality management system, or reference to them, and
- a description of the interaction between the processes of the quality management system.

The Management Representative is responsible for maintaining the quality manual.

Document Control

Documents required by the quality management system are controlled. Records are a special type of document and are controlled according to the requirements given in section 4.2.4.

A documented procedure has been established (see Control of Documents Procedure) to define the controls needed:

- to approve documents for adequacy prior to issue,
- to review and update as necessary and re-approve documents,
- to ensure that changes and the current revision status of documents are identified,
- to ensure that relevant versions of applicable documents are available at points of use,
- to ensure that documents remain legible and readily identifiable,
- to ensure that documents of external origin determined by the organization to be necessary for the planning and operation of the quality management system are identified and their distribution controlled, and
- to prevent the unintended use of obsolete documents, and to apply suitable identification to them if they are retained for any purpose.

The Management Representative is responsible to maintain the Document Control Procedure, to ensure that relevant versions are available at points of use, to remove obsolete documents, and to control external documents. Documents are reviewed and approved, including re-approval as required, by the appropriate functional manager and Management Representative.

Control of Records

Records established to provide evidence of conformity to requirements and of the effective operation of the quality management system shall be controlled.

A documented procedure has been established (see Control of Records Procedure) to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records.

Records are legible, readily identifiable and retrievable.

The Management Representative is responsible to maintain the Records Control Procedure.



5 - Leadership

5.1 Leadership and Commitment

Top management provides evidence of its commitment to the development and implementation of the quality management system and continually improve its effectiveness by:

- communicating to the organization the importance of meeting customer expectations as well as statutory and regulatory requirements,
- establishing the quality policy,
- ensuring that quality objectives are established,
- conducting management reviews, and
- ensuring the availability of resources.

Top management includes the following members: President/CEO and the Director of Operations. Internal and external interested parties feel entitled to have a discussion with leadership about core and critical aspects of the business, because these are at the heart of the management system. Farber Specialty uses Employee Post Build Meetings and the Management Review to discuss these topics. Also, suggestions are welcome throughout the year.

Farber Specialty has a focus on market/customer needs and expectations. This information then acts as an input into determining strategy, which in turn provides direction and facilitates development of a management system capable of satisfying the targeted market or customer. This is an on-going process, which can be achieved by many different means and includes determination of risk and opportunities that affect conformity of products and services.

Customer Focus

General Manager ensures that customer requirements are determined and are met with the aim of enhancing customer satisfaction.

5.2 Quality Policy

Top management ensures that the quality policy:

- is appropriate to the purpose of the organization,
- includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
- provides a framework for establishing and reviewing quality objectives,
- is communicated and understood within the organization, and
- is reviewed for continuing suitability.

Printed: 11-17-2023 @ 11:49 AM Page 122 of 320 Page 15 of 37



The stated quality policy is as follows:

"Farber Specialty Vehicles is committed to continually provide products and services that meet or exceed all requirements and expectations. We will actively pursue improvement in quality through programs that enable each employee to do their job right the first time and every time."

The Management Representative is responsible for ensuring the quality policy is reviewed during the Management Review process.

6 - Planning

Farber Specialty plans for risk and opportunity. We manage risk by reviewing relevant areas of risk to the organization, assess whether the organization is managing that risk effectively.

6.1 Actions to Address Risks and Opportunities

Farber Specialty has a focus to:

- Understand the range of risks and opportunities relevant to the scope of the organization and determine actions, objectives and plans to address them.
- The use of risk register to effectively manage risks and opportunities across a wide range of areas and issues. Risks are also monitored during the management review.
- Farber Specialty reviews results in objectives, targets and plans.



6.2 Quality Objectives and Planning to Achieve them

As part of the planning process, top management sets quality objectives which will help to turn the quality policy into reality. Objectives are consistent with the quality policy and be capable of being measured.

Quality Objectives

Top Management ensures that quality objectives, including those needed to meet requirements for product, are established at relevant functions and levels within the organization. The quality objectives are measurable and consistent with the quality policy.

The President/CEO is responsible for establishing and maintaining the following quality objectives:

Quality Objective	Owner	Reporting Frequency	Target
On Time Delivery	Operations Manager	6 Months	4.0 Average
Drawing Errors and Late Drawings	Engineering Manager	6 Months	Less than .5 average
Customer Satisfaction	Sales Department	6 Months	4.5 Average
Supplier Performance	Purchasing Manager	6 Months	90% Acceptance



On Time Delivery: Delivery performance based on the feedback from customers on the Customer Survey.

Drawing Errors and Late Drawings: Documented at the post build meeting.

Drawing due dates pulled from the production status log:

Final Production drawing received - max 2 days after build meeting

Final Electrical drawing received - max 2 days after build meeting

CNC Reports released - max 3 days after build meeting

Errors are counted if they require more than 8 hours of rework to correct the error. This is recorded throughout the build on the Production Lost Hours Report. Only count rework over 8 hours if it is because of an engineering error.

Customer Satisfaction: Customer Satisfaction surveys are emailed to each customer. Based on the selection of satisfied – unsatisfied a score is given of 1-5. These are averaged out per customer and given once final score each.

Supplier Performance: Orders that are more than two months past their due date and are disrupting production and orders with pricing errors by the vendor over \$1,000 are considered unacceptable. Each high volume supplier must have over a 90% acceptance rate.

Management Review Questions if targets are missed. Process will take place in addition to a corrective action plan being followed.

On Time Delivery

What will be done? Determine what part of the production chain is causing the miss of delivery dates

What resources are required? Depending on the issue, more employees

Who will be responsible? Production Manager

When will it be completed? Adjustments within 2 months. Reevaluated at the next Management Review

How are results evaluated? Results are evaluated based on the customer satisfaction **What actions are to be taken?** Production Manager must review their estimates for delivery dates going forward. The schedule may need sifted back if the estimated hours are not being achieved. Ensure that Sales is reviewing the schedule when agreeing to a contract. Ensure Purchasing and Engineering are releasing drawings and bill of materials on time. Inventory issues may result in adjustments to expected lead times of parts.

Drawing Errors and Late Drawings

What will be done? Review which jobs and which engineers are above average with number of errors and late drawings

What resources are required? Time for training. Additional engineers. New process inn place make take more time training.

Who will be responsible? Engineering Manager

When will it be completed? Adjustments within 2 months. Reevaluated at the next Management Review

How are results evaluated? Throughout the build the rework issues are recorded in the vehicle binder. This is summarized during the Post Build meeting



What actions are to be taken? Engineering training. May need to hire more engineers. Add a new process

<u>Customer Satisfaction</u>

What will be done? Review the feedback and see which customer and questions are resulting in low scores

What resources are required? Production time

Who will be responsible? Sales Manager

When will it be completed? Adjustments within 2 months. Reevaluated at the next Management Review

How are results evaluated? Customer satisfaction surveys sent out to customers, answers are converted into a numerical score. Score averaged out

What actions are to be taken? If it's a communication issue then there may need to be additional Sales department training. Quality Control and Production may need to be evaluated and adjusted accordingly. Sales can reach out and see what the issue was if it was a quality problem or review the warranty issues. Production process for on time delivery.

Supplier Performance

What will be done? Determine which suppliers are causing production delays

What resources are required?

Who will be responsible? Purchasing Manager

When will it be completed? Adjustments within 2 months. Reevaluated at the next Management Review

How are results evaluated? Orders that are more than two months past their due date and are disrupting production and orders with pricing errors by the vendor over \$1,000 are considered unacceptable. Each high volume supplier must have over a 90% acceptance rate.

What actions are to be taken? Move to a new supplier, see if there is an issue in the ordering process, adjust expected lead times, change the product that is being used

Quality management system planning

Top Management ensures that:

- the planning of the quality management system is carried out in order to meet the requirements given in section 4.1, as well as the quality objectives, and
- the integrity of the quality management system is maintained when changes to the quality management system are planned and implemented.

Responsibility, Authority and Communication

Responsibility and authority

Top Management ensures that responsibilities and authorities are defined and communicated within the organization. This is achieved through management direction and organizational development.



Management Representative

Top management has appointed a member of management who, irrespective of other responsibilities, has responsibility and authority that includes:

- ensuring that processes needed for the quality management system are established, implemented and maintained,
- reporting to Top management on the performance of the quality management system and any need for improvement, and
- ensuring the promotion of awareness of customer requirements throughout the organization.

The appointed management representative is the Purchasing Manager who also serves as the liaison to external parties on matters relating to the quality system.

Internal communication

Top management ensures that appropriate communication processes are established within the organization and that communication takes place regarding the effectiveness of the quality management system. This is achieved by semi annual scheduled management team meetings.

Management Review

Top management reviews the organization's quality management system, at planned intervals twice a year, to ensure its continuing suitability, adequacy and effectiveness. This review includes assessing opportunities for improvement and the need for changes to the quality management system, including the quality policy and quality objectives.

Records from management reviews are maintained by the Management Representative.

The input to management review includes information on:

- results of audits,
- customer feedback,
- process performance and product conformity,
- status of preventive and corrective actions,
- follow-up actions from previous management reviews,
- changes that could affect the quality management system, and
- recommendations for improvement.

The output from the management review includes:

- any decisions and actions related to improvement of the effectiveness of the quality management system and its processes,
- improvement of product related to customer requirements, and
- resource needs.

A majority of top management must attend management review meetings.





6.3 Planning of Changes

Ensure that needed changes to Farber Specialty's management system are carried out in a planned manner. This include to consider potential consequences of change, availability of resources and defining roles and responsibilities. Changes to the management system can be needed in case of acquisition of companies, introduction of new products and services etc. Many of these changes are documented on the Changes and Updates to ISO Management System and the New ISO Form.

7 - Support

An effective quality management system cannot be maintained or improved without adequate resources. As a function of planning, such resources have been determined and provided by Farber Specialty. This includes contract or project specific resources.

7.1 Resources

Farber Specialty Employees working within the quality management system are competent to fulfil their duties, supported by equipment and infrastructure that is it for purpose. Farber Specialty provides infrastructure such as buildings, equipment, IT systems. The work environment of an organization has many human and physical factors that can influence quality, effectiveness and efficiency. These factors need to be identified and managed and can include: protective equipment, ergonomics, heat, noise, light, hygiene, humidity, vibration, temperature etc. The relevant factors are obviously different for each product or service.

Evidence of compliance is available via retained documented information. The Farber Specialty has determined what monitoring and measuring has to be undertaken and provide evidence that it was undertaken using correct and reliable equipment. Regular calibration and maintenance provide confidence that results are reliable. Critical measuring equipment must be available and in a known state of accuracy to provide assurance and evidence that products meet their relevant requirements.



This also includes software. Organizational knowledge, which relates to ensuring Farber Specialty's internal and external knowledge needs and can demonstrate how this is managed. This includes knowledge management of resources, and ensuring that there is effective succession planning for personnel, and processes for capturing individual and group knowledge.

Relevant Maintenance Documents:

CNC Maintenance, Edge Bander Maintenance, Engineering Calibration Log – Calipers, Equipment Problem Report, Fork Lift Maintenance, Hot Press Maintenance, Oil Change and Vehicle Inspection Checklist, Saw Maintenance - Building 3,4, Semi-Annual Trailer Inspection Checklist, Tennant Sweeper Maintenance, Up Right Lift Maintenance, Weekly Vehicle Maintenance

Infrastructure

The organization determines, provides and maintains the infrastructure needed to achieve conformity to product requirements.

Infrastructure includes, as applicable:

- buildings, workspace and associated utilities,
- process equipment (both hardware and software), and
- supporting services (such as transport, communication or information systems).

Scheduled maintenance, including data backup, is performed on the following:

- Tool calibration for the CNC
- Forklift maintenance
- Daily backup of the network

Work Environment

The organization determines and manages the work environment needed to achieve conformity to product requirements. Production is responsible to identify and control work environment requirements.

Work environment (this is the work environment where production takes place) controls include the following:

Condition: NA

Control: NA

Printed: 11-17-2023 @ 11:49 AM Page 129 of 320 Page 22 of 37





The organization determines and provides the resources needed to implement and maintain the quality management system and continually improve its effectiveness and to enhance customer satisfaction by meeting customer requirements. Resource needs are discussed during management review.

7.2 Competence

General

Personnel performing work affecting conformity to product requirements are deemed competent on the basis of appropriate education, training, skills and experience. Department Managers are responsible for assessing competence.

Issues with productivity, attitude and overall performance are addressed immediately and competency is assessed and determined as the issues arise.

Competence, training and awareness

The organization:

- determines the necessary competence for personnel performing work affecting conformity to product requirements,
- where applicable, provides training or takes other actions to achieve the necessary competence,
- evaluates the effectiveness of the actions taken,
- ensures that personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the quality objectives, and
- maintains appropriate records of education, training, skills and experience.

Department Managers are responsible to determine competency requirements and to oversee the training process.

7.3 Awareness

Personnel at Farber Specialty are aware of the relevance of their activities and how they contribute to achievement of the quality objectives and the effectiveness of the management system and resulting organizational performance.



7.4 Communication

At Farber Specialty there is an emphasis on the importance of both internal and external communications. Farber Specialty needs to plan and implement a process for communications along the familiar "who, what, when, how" principles. Effective communication is essential for our management system. Top management at Farber Specialty needs to ensure that mechanisms are in place to facilitate this. It is recognized that communication is twoway and will not only need to cover what is required, but also what was achieved. Changes in the quality management system should be communicated appropriately to interested parties (albeit in practice this is mainly internal parties) and should identify appropriate levels of re-training. Mechanisms for communication could include; meetings, notice boards, in-house publications, awareness raising seminars, toolbox talks, intranet, email, etc.

7.5 Documented Information

There is a need at Farber Specialty to maintain or retain documented information, in order to give structure, clarity and evidence of the system being maintained and effective. See the Document Master List and Records Master List.

8 - Operation

The production and operational control parts of the standard.

8.1 Operational Planning and Control

The organization plans and develops the processes needed for product realization.

Planning of product realization is consistent with the requirements of the other processes of the quality management system.

In planning product realization, the organization determines the following, as appropriate:

- quality objectives and requirements for the product,
- the need to establish processes and documents, and to provide resources specific to the product,
- required verification, validation, monitoring, measurement, inspection and test activities, specific to the product and the criteria for product acceptance,
- records needed to provide evidence that the realization processes and resulting product meet requirements.

The output of this planning is in a form suitable for the organization's method of operations.

Planning output include(s):



- Production plans
- Drawing packages for the production floor

The Project Manager is responsible for planning production or service provision and for maintaining associated records.

8.2 Requirements for Products and Services

Determination of requirements related to the product

The organization determines:

- requirements specified by the customer, including the requirements for delivery and postdelivery activities,
- requirements not stated by the customer but necessary for specified or intended use, where known,
- statutory and regulatory requirements applicable to the product, and
- any additional requirements considered necessary by the organization.

Project Managers and Sales Support are responsible for determining all customer requirements, whether specified; not stated, but necessary; or statutory and regulatory.

Requirements are determined by:

- Vehicle Design Plan
- Options sheet
- Build Design Plan
- Engineering drawing signed off
- Build list

Review of requirements related to the product

The organization reviews the requirements related to the product. This review is conducted prior to the organization's commitment to supply a product to the customer (e.g. submission of tenders, acceptance of contracts or orders, acceptance of changes to contracts or orders) and ensures that:

- product requirements are defined,
- contract or order requirements differing from those previously expressed are resolved, and
- the organization has the ability to meet the defined requirements.

We comply by reviewing the quote with the customer.

Records of the results of the review and actions arising from the review are maintained. The Project Manager is responsible for the review and for maintaining the records.

Where the customer provides no documented statement of requirement, the customer requirements are confirmed by the organization before acceptance.

Where product requirements are changed, The Project Managers/Sales Person ensure that relevant documents are amended and that relevant personnel are made aware of the changed requirements.



Revision Level 006

Customer communication

The organization determines and implements effective arrangements for communicating with customers in relation to:

- product information,
- enquiries, contracts or order handling, including amendments, and
- customer feedback, including customer complaints.

Product information is communicated by way of Quotes, specifications, proposals, brochures, website, and trade shows. Product information is maintained by the Sales Department.

Customer inquiries, contracts, orders, etc. are received by: phone, email and fax.

Customer feedback is recorded and managed by the Project Manager/Sales Manager.

8.3 Design and Development

Design and development planning

The organization plans and controls the design and development of services. The Sales Manager is responsible for controlling all stages of the design process, and for maintaining the appropriate records.

During the design and development planning, the organization determines:

- the design and development stages,
- the review, verification and validation that are appropriate to each design and development stage, and
- the responsibilities and authorities for design and development.

The organization manages the interfaces between different groups involved in design and development to ensure effective communication and clear assignment of responsibility.

Planning output is updated, as appropriate, as the design and development progresses. Planning output includes artifacts such as drawings, bill of materials, specifications and quality control procedures.

Design and development inputs

Inputs relating to project requirements are determined and records maintained. These inputs include:

- functional and performance requirements,
- applicable statutory and regulatory requirements,
- where applicable, information derived from previous similar designs, and
- other requirements essential for design and development.

Design inputs are collected by the Sales Manager customized vehicles.



Design and development outputs

The outputs of design and development are in a form suitable for verification against the design and development input and are approved prior to release.

Design and development outputs:

- meet the input requirements for design and development,
- provide appropriate information for purchasing, production and service provision,
- contain or reference product acceptance criteria, and
- specify the characteristics of the product that are essential for its safe and proper use.

Design outputs include artifacts such as system layout drawings, manufacturing drawings, specs, BOMs and other sales support documentation.

Design and development review

At suitable stages, systematic reviews of design and development are performed in accordance with planned arrangements:

- to evaluate the ability of the results of design and development to meet requirements, and
- to identify any problems and propose necessary actions.

Participants in such reviews include representatives of functions concerned with the design and development stage(s) being reviewed. Records of the results of the reviews and any necessary actions are maintained.

Design and development verification

Verification is performed in accordance with planned arrangements to ensure that the design and development outputs have met the design and development input requirements.

Verification activities include Quality Control inspection and Customer sign off. Records of the results of the verification and any necessary actions are maintained.

Design and development validation

Design and development validation is performed in accordance with planned arrangements to ensure that the resulting product is capable of meeting the requirements for the specified application or intended use, where known. Wherever practicable, validation is completed prior to the delivery or implementation of the product.

Validation activities includes functional test validation before releasing the completed vehicle to the customer. Records of the results of validation and any necessary actions are maintained.

Design and development changes

Design and development changes are identified and records maintained. The changes are reviewed, verified and validated, as appropriate, and approved before implementation. The review of design and development changes includes evaluation of the effect of the changes on constituent parts and product already delivered. Records of the results of the review of changes and any necessary actions are maintained.



8.4 Control of Externally Provided Process, Products and Services

Purchasing process

The organization ensures that purchased product conforms to specified purchase requirements. The type and extent of control applied to the supplier and the purchased product is dependent upon the effect of the purchased product on subsequent product realization or the final product.

The organization evaluates and selects suppliers based on their ability to supply product in accordance with the organization's requirements. Criteria for selection, evaluation and re-evaluation are established.

Criteria	Selection	Evaluation/ Re-evaluation
Customer specified supplier	Х	
Technical specifications	Х	X
Price and availability	Х	X
Product quality		X
On time delivery		X
Sample product for quality review	Х	

Records of the results of any necessary actions arising from non conformances are reviewed in management review.

The Purchasing Manager is responsible for controlling the purchasing process and for maintaining appropriate records. Approved suppliers are listed in the Syspro (ERP System).

As of the initial release of this document, all current suppliers in good standing are considered to be approved.

Purchasing information

Purchasing information describes the product to be purchased, including where appropriate:

- requirements for approval of product, procedures, processes and equipment,
- requirements for qualification of personnel, and
- quality management system requirements.

Purchasing information is communicated to suppliers via Purchase Order, quote requests, drawings and consignment stocking plans.

The organization ensures the adequacy of specified purchase requirements prior to communication to the supplier.

Verification of purchased product

The organization establishes and implements the inspection or other activities necessary for ensuring that purchased product meets specified purchase requirements.



Purchased product is verified by the Receiving Department's inspection and verifying goods received to the purchase order.

Where the organization or its customer intends to perform verification at the supplier's premises, the organization states the intended verification arrangements and method of product release in the purchasing information.

8.5 Production and Service Provision

Control of production and service provision

The organization plans and carries out production and service provision under controlled conditions.

Controlled conditions include, as applicable:

- availability of information that describes the characteristics of the product,
- availability of work instructions, as necessary,
- use of suitable equipment,
- availability and use of monitoring and measuring equipment,
- implementation of monitoring and measurement, and
- implementation of product release, delivery and post-delivery activities.

The Plant Manager is responsible for controlling all phases of product and service provision and for maintaining appropriate records.

Validation of processes for production and service provision

The organization validates any processes for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement and, consequently, deficiencies become apparent only after the product is in use or the service has been delivered.

Validation demonstrates the ability of these processes to achieve planned results.

The organization establishes arrangements for these processes including, as applicable:

- defined criteria for review and approval of the processes,
- approval of equipment and qualification of personnel,
- use of specific methods and procedures,
- requirements for records, and
- revalidation.

Process	Control/Validation
Flame retardant materials	Destructive testing

Identification and traceability

Where appropriate, the organization identifies the product by suitable means throughout product realization.



The organization identifies the product status with respect to monitoring and measurement requirements throughout product realization.

Where traceability is a requirement, the Project Lead in charge of the vehicle documents appropriate numbers into a control sheet. The unique serial numbers are entered into the customer file in Maximizer.

Customer property

The organization exercises care with customer property while it is under the organization's control or being used by the organization. The organization identifies, verifies, protects and safeguards customer property provided for use or incorporation into the product. If any customer property is lost, damaged or otherwise found to be unsuitable for use, the organization shall report this to the customer and maintain records. Customer property can include intellectual property and personal data.

The Warehouse Manager is responsible for identifying property and determining the method of control based on the property supplied, if applicable.

The Project Manager fills out a customer supplied equipment form. The receiving department:

- 1. Checks the incoming equipment against the customer supplied equipment form
- 2. Checks off what has arrived
- 3. Tags each box with the vehicle Stock Number.

Places the equipment on the correlating vehicle staging area

Preservation of product

The Warehouse Manager is responsible for preserving the product during internal processing and delivery to the intended destination in order to maintain conformity to requirements. As applicable, this preservation includes identification, handling, packaging, storage and protection. Preservation also applies to the constituent parts of a product.

8.6 Release of Products and Services

Farber Specialty monitors and measure the characteristics of the mobile vehicles to verify that product requirements have been met and evidence of conformity with the acceptance criteria must be maintained. This is done through the Meeting Notes where customer requirements are verified. Retained documented information indicate the salesperson authorizing the release of product for delivery to the customer.



8.7 Control of Nonconforming Outputs

The organization determines the monitoring and measurement to be undertaken and the monitoring and measuring equipment needed to provide evidence of conformity of product to determined requirements. The organization establishes processes to ensure that monitoring and measurement can be carried out and are carried out in a manner that is consistent with the monitoring and measurement requirements. The Engineering Manager is responsible for all aspects related to the system of controlling monitoring and measurement.

Where necessary to ensure valid results, measuring equipment is:

- calibrated or verified, or both, at specified intervals, or prior to use, against measurement standards traceable to international or national measurement standards; where no such standards exist, the basis used for calibration or verification is recorded,
- adjusted or re-adjusted as necessary,
- identified in order to determine its calibration status,
- safeguarded from adjustments that would invalidate the measurement result,
- protected from damage and deterioration during handling, maintenance and storage.

In addition, the organization assesses and records the validity of the previous measuring results when the equipment is found not to conform to requirements. The organization takes appropriate action on the equipment and any product affected. Records of the results of calibration and verification are maintained.

Equipment requiring calibration and/or verification includes:

- Calipers
- Torque Wrenches
- Gauge Blocks

When used in the monitoring and measurement of specified requirements, the ability of computer software to satisfy the intended application is confirmed. This is undertaken prior to initial use and reconfirmed as necessary.

9.0 Performance Evaluation

The organization plans and implements the monitoring, measurement, analysis and improvement processes needed:

- to demonstrate conformity to product requirements,
- to ensure conformity of the quality management system, and
- to continually improve the effectiveness of the quality management system.

This includes determination of applicable methods, including statistical techniques, and the extent of their use. The Management Representative is responsible for systems related to monitoring, measurement, analysis and improvement.



9.1 Monitoring, Measurement, Analysis and Evaluation

Customer satisfaction

As one of the measurements of the performance of the quality management system, the organization monitors information relating to customer perception as to whether the organization has met customer requirements.

Customer satisfaction is monitored by online customer surveys and customer complaints.

The methods for obtaining and using this information are determined by Sales Personnel and the Project Manager.

9.2 Internal Audit

Internal audits are a key element of Farber Specialty's ISO 9001 Management System. They help to assess the effectiveness of the quality management system. An audit program is established to ensure that all processes are audited at the required frequency, the focus being on those most critical to the business. Internal audits are conducted once a year at a minimum. To ensure that internal audits are consistent and thorough, a clear objective and scope should be defined for each audit. This will also assist with auditor selection to ensure objectivity and impartiality. To get the best results, auditors have a working knowledge of what is to be audited, but management must act on audit results. This is often a corrective action relating to any nonconformities that are found, but other findings can also be used to trigger prevention and improvement. Follow up activities should be performed to ensure that the action taken as a result of an audit is effective.

The organization conducts internal audits at planned intervals (minimum of once a year) to determine whether the quality management system:

Conforms to the planned arrangements, to the requirements of ISO 9001 and to the quality management system requirements established by the organization, and is effectively implemented and maintained.

An audit program has been planned, taking into consideration the status and importance of the processes and areas to be audited, as well as the results of previous audits. The audit criteria, scope, frequency and methods are defined. This selection of auditors and conduct of audits ensures objectivity and impartiality of the audit process. Auditors do not audit their own work.

A documented procedure has been established (see Internal Audit Procedure) to define the responsibilities and requirements for planning and conducting audits, establishing records and for reporting results. Records of the audits and their results are maintained. The Quality Control Coordinator is responsible to oversee the internal auditing system and for maintaining appropriate records.

The management responsible for the area being audited ensures that any necessary corrections and corrective actions are performed without undue delay to eliminate detected nonconformities and their causes. Follow-up activities include the verification of the actions taken and the reporting of verification results.





9.3 Management Review

The main aim of management review is to ensure the continuing suitability, adequacy and effectiveness of the quality management system, and its alignment with the strategic direction of the organization. Only through conducting the review at sufficient intervals providing adequate information and ensuring the right people are involved can this aim be achieved. Farber Specialty has a minimum of two Management Reviews per year. Top management uses the review as an opportunity to identify improvements that can be made and/or any changes required, including the resources needed.

The management review includes information on:

- The status of actions from previous management reviews.
- Changes in external and internal issues that are relevant to the quality management system.
- Information on the performance and effectiveness of the quality management system. Adequacy of resources.
- The effectiveness of actions taken to address risks and opportunities.
- Opportunities for improvement. The output from the management review shall include decisions and actions related to opportunities for improvement, need for changes to the quality management system and resource needs.

Documented information pertaining to the management review is done through the Management Review Notes and the Excel Charts. These are retained.

Monitoring and measurement of processes

The organization applies suitable methods for monitoring and, where applicable, measurement of the quality management system processes. These methods demonstrate the ability of the processes to achieve planned results. When planned results are not achieved, correction and corrective action is taken by the appropriate personnel, to ensure conformity of the product.

Methods for monitoring and measuring of processes include internal audits and quality objectives.



Monitoring and measurement of product

The organization monitors and measures the characteristics of the product to verify that product requirements have been met. This is carried out at appropriate stages of the product realization process in accordance with the planned arrangements.

Methods for monitoring and measuring of products include use of QA procedures to insure vehicles are manufactured according to customer specifications.

Evidence of conformity with the acceptance criteria is maintained. Records indicate the person(s) authorizing release of product for delivery to the customer.

Product release is approved by sign off of vehicle documentation by the Project Manager.

The release of product and delivery of service to the customer does not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by a relevant authority and, where applicable, by the customer.

Control of nonconforming product

The organization ensures that product which does not conform to product requirements is identified and controlled to prevent its unintended use or delivery. A documented procedure has been established (see Control of Nonconforming Product Procedure) to define the controls and related responsibilities and authorities for dealing with nonconforming product.

Where applicable, the organization deals with nonconforming product by one or more of the following ways:

- by taking action to eliminate the detected nonconformity;
- by authorizing its use, release or acceptance under concession by a relevant authority and, where applicable, by the customer:
- by taking action to preclude its original intended use or application;
- by taking action appropriate to the effects, or potential effects, of the nonconformity when nonconforming product is detected after delivery or use has started.

When a nonconforming product is corrected, it is subject to re-verification to demonstrate conformity to the requirements.

Records of the nature of nonconformities and any subsequent actions taken, including concessions obtained, are maintained.

Analysis of data

The organization determines, collects and analyzes appropriate data to demonstrate the suitability and effectiveness of the quality management system and to evaluate where continual improvement of the effectiveness of the quality management system can be made. This includes data generated as a result of monitoring and measurement and from other relevant sources.

The analysis of data provides information relating to:



- customer satisfaction,
- conformity to product requirements,
- characteristics and trends of processes and products including opportunities for preventive action, and
- suppliers.

Data analysis is conducted and presented during management review.

The Management Representative is responsible for determining the data requirements and for coordinating with other departments to collect and subsequently analyze the data in order to make improvements.

10 Improvement

10.1 General Improvement

Farber Specialty has an approach requiring review of processes, products and services and quality management system results, with some useful reminders that the mechanisms for such improvements can be achieved by a variety of means; correction, corrective action, continual improvement, breakthrough change, innovation and reorganization.

Continual improvement

Farber Specialty continually improves the effectiveness of the quality management system using the quality policy, quality objectives, audit results, analysis of data, corrective and preventive actions and management review.

10.2 Nonconformity and Corrective Action

The main aim of the corrective action process is to eliminate the causes of actual problems so as to avoid recurrence of those problems. It is a reactive process, in that it is triggered after an undesired event (e.g. discovery of nonconforming product). In essence, the process uses the principles of root cause analysis. A basic approach to problem solving is "cause" and "effect", and it is the cause that needs to be eliminated. Action taken should be appropriate to the impact of the problem (risk). As part of the corrective action process, the effectiveness of action taken is checked to ensure it is effective. Farber Specialty's corrective actions take into consideration any specific training and communications needs.

Printed: 11-17-2023 @ 11:49 AM Page 142 of 320 Page 35 of 37



Corrective Action

The organization takes action to eliminate the cause of nonconformities in order to prevent their recurrence.

Corrective actions are appropriate to the effects of the nonconformities encountered.

A documented procedure has been established (see Corrective and Preventive Action Procedure) that defines requirements for:

- reviewing nonconformities (including customer complaints),
- determining the causes of nonconformities,
- evaluating the need for action to ensure that nonconformities do not recur,
- determining and implementing action needed,
- recording and maintaining records of the results of action taken, and
- reviewing the effectiveness of the corrective action taken.

The Management Representative is responsible for maintaining the procedure and the associated records.

Preventive Action

The organization determines action to eliminate the causes of potential nonconformities in order to prevent their occurrence.

Preventive actions are appropriate to the effects of the potential problems.

A documented procedure has been established (see Corrective and Preventive Action Procedure) to define requirements for:

- determining potential nonconformities and their causes,
- evaluating the need for action to prevent occurrence of nonconformities,
- determining and implementing action needed,
- recording and maintaining the results of action taken, and
- reviewing the effectiveness of the preventive action taken.

The Management Representative is responsible for maintaining the procedure and the associated records.

10.3 Continual Improvement

One of the aims of Farber Specialty is to improve. There are many ways to identify and drive improvement. All measurement results can be analyzed to determine where improvement is required or desired. These are reviewed during Farber's Management Review. Focus is relevant to risks and benefits.



Reference Documents

Control of Documents Procedure

Control of Records Procedure

Control of Nonconforming Product Procedure

Corrective/Preventive Action Procedure

Internal Audit Procedure

ISO 9001:2015 (external)

Training Planner Comply Malies Steve Frank Emp 10: 2456 Cd Not 1154/2007 Training Plann Comply Malies Steve Frank Emp 10: 2456 Cd Not 1154/2007 Training Plann Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Plan Comply Malies Steve Frank Emp 10: 1245 Cd Not 1154/2007 Training Pl	don't brebries 2 st. no bried ,wes alder - 24 wes?	COMPET	MPETENCY MATRIX A FOR UNDERHOTH TASK COMPLETION A FOR UNDERHOOS ADVINCED LEVELS CAN ENTIL CAN E	TRIX				NEXT REVIEW: UPDATED:	3/18/2022	
Training Plan Traini	don't brebries? set		COMPLETION					UPDATED:		
Training Plan Traini	dork brabne) set, band was alder - sk							UPUALEU:	1000	
Training Plane Card Date From David Steel Print Rep David Steel Pr	qoft bisbreit set								3/18/2022	
Training Phoned Training Phone Training	besteago brief sat, wesgit, 1990oB - sk wesgit, 1990oB - sk wesgit, 1990oB - sk godd bishreid sat, o bined ,wes aldit - sk mer	DAPLONEE HAS THE SOUL FOR UNDER EMDENT TASK COMPLETION AND QUALITY HALL GO BLYOND BASKS (ADVANCED LEVEL)		ENPLOYEE NAS THE SOLL CAN EFFECTIVE	èë may inë yaju, fok indëperdëri mad quajitinë tasi comave). Can effectivity pass on kimomledse to others (eppert level)	ÉHPLÓYÉ MAS HE SATL FOR INDEPENDÊNT MAN GUALITINE TASS COMPLETION AND CAN EPFECTIVITY PASS ON KNOWLEDSE TO OTHERS (ERFER) LEWELL		FAPLOYEF HAS THE SKILL FO COMPLETION AND MAY INITA AND VAORE OUT	EMPLOYER HAS THE SKILL FOR BICEPENDENT AND QUARTITYE TASK COMPLETION SAND WAYS WITTEN TO PITMALZATION, SCIENCES OF ENROR, AND WORE OUT SIGNOTIONS, SPECIALIST?	
Training Controlled Actual Training Plan Training	A phenado Doenado No. 18, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19		80			٥				
Training Completed Training Completed Training Completed Training Completed Training Completed Training Completed Training Plan Stree Friest Stree Friest Stree Friest Training Plan Training Plan Training Plan Stree Friest Training Plan Stree Friest Training Plan Training Plan Stree Friest Training Plan Stree Friest Training Plan Stree Friest Training Plan Training Plan Training Plan Street Training Plan Training Plan Street Training Plan Training	hearago bran ski we said: "skew, "Diff, Hole saw o bride saw, Band saw, Band saw, Band we a later a ski we a later a ski		edenical / Critical	10	1	Leadership				114
Sieve Friest The Level The Leve	bestead Densies bestead bestead bestead bestead bestead bird. prof bestead be	8 9 10 11 12	13 14 15 16	17 18 19	20 21	22 23 24	25 26	27 28 29 30	31 32 33 34 35 36	37 38
Emp ID: 71550 Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Training Plan Steve Fruth Training Plan Steve Fruth Training Plan Steve Priest Steve Priest Training Plan Training Plan Training Plan Steve Priest Steve Priest Steve Priest Training Plan Training Plan Steve Priest Steve Priest Steve Priest Steve Priest Training Plan Steve Priest Steve	Serago brief sell esgil (1900) - ek wes slaid (lind) of bisbrief sel d (wes aldeT - ek wes wes		usto:	uti	D⊄Lon:					
Sieve Friest Sieve	ogO brish set to good - sk res alor! (lind brish set to set we? alds T - sk we? we? Tregor?) (O	015	NUS 10	uc	PUE			_
Steve Fush Ste	losotorq or yallida wez brieß wez brieß or yallida wez Tewoq som rawoq	toork Lift centrified Fathirs of otiseston liet Able to pyrout and lietanl Spring	Able to Layout and Insta Ceilings Able to Layout and Insta Walls Able to Layout Coach Flo Bultneads	US Net and Install Cu	Knowledge of the Build in From Start to Finish on he Vehicle Types Comprehend Teem Lead Expectations	Able to Effectively Comm. With Sales, Purchasing, a Engineering. Engineering. SO 9000 Protucob Pre-estimated Completic Vehicle Sign Off Computer Shills and E. m.	Etiquette Workmanship - Underest Standines Estbers Qual Standard\$			
Find D. 5456 CARINETRY HELPER Actual D. 500 D		000	in a	00	00	00	00			
HIRE DATE Steve Fruin Steve Fr		000000000000000000000000000000000000000	00 00 0	00	00	00 00 00		00	00000000000	0
Steve Fruhn Emp ID: 13-45 4/1/1896 Steve Fruhn Should Sh	000	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	000	000	8	0		0
Steve Fruhn Emp ID: 13-45 4/1/1896 Steve Priest Should S										
### Actual ### Actual ### ### ### ### ### ### ### ### #### ### ### ####	00	66 60 60 60 60 60		00		80	08	000		00
Steve Priest Should School Surface FAB Training Plan Train		68 68 68 68 68 68		00 00 01	00	00	00	58 58 50 50 50 50 50 50	888888888888888888888888888888888888888	00
Steve Priest Should S					Ī					
11/5/2007 SOUD SURFACE FAB. Actual 11/5/2007 Training Plan Trainin	0:	00 00		000	00	90 00 0	G	55 65 65 6	00100100100	- 0
CABINETRY HELPER Actual Should			00				3			
CABINETRY HELPER Training Man CABINETRY HELPER Training Man Training Man Training Man Training Man Training Man)
CABINETRY HELPER Actual Should CABINETRY HELPER Actual Training Plan				100	1			Section 1		- 6
CABINETRY HELPER Actual Training Plan										
Should Should CORENETRY HELPER Actual CORENETRY HELPER Actual CORENETRY HELPER Tracking Plan				8			0	0 0 0 0		0
CABINETRY HELPER Actual CO CABINETRY Tracement Tracement Plan										
CABINITRY HEIPER Actual CO				100	80	000		-		000
Tracking Plan						00		DE		
G0 G0 G0 G0		D0 D0 D0 D0 D0 D0		90	00	0E 0E 0E	98	00 00 00 00 00 00	00 00 00 00 00 00	
Emp.ID: 7189 CABINETRY HELPER Actual		00		1	00	00	00	000000000000000000000000000000000000000	00	00
Richard Schorr Should Should				000	00			D0	88 68 86 88 88	88 8B
90 08 08				88 80	90	00	00	00 00 00 00	000	
10/14/2019 Training Plan										_

Blake Quincel	Emp ID: 7206	2/25/2020
	CABINETRY HELPER Actual	
Should	Actual	Training Plan
30	00	
00	00	
0	00	
	00	
000	00	
000	00 00 00	
00	00	
00	50 80	
08	88	
00	00	
08	08	
00	00	
00	00	
	00	
on	De	
00	0.0	
00	00	
00	WD.	
6	0.0	
000	00	
00	00	
88	00	
5000	000	
000	00	
000	000	
00	88	



NATIONAL ACCOUNTS MANAGER

Farber Specialty Vehicles is pleased to have Steve Goodyear VP as the primary contact point for the GOVMVMT offering and implementation of all aspects of the program. As a national leader in the specialty vehicles industry Steve has proven himself time and time again in critical projects as having a great deal of industry knowledge and experience. With hundreds of project under his belt over the past 20 years at Farber and managing a busy staff of design/sales engineers there is no problem that he doesn't welcome and join the team to solve.

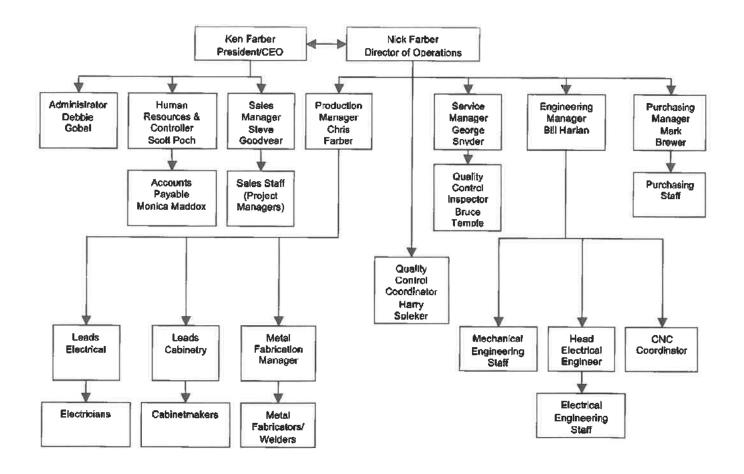
He has taken Farber to new heights of "one off "projects and has represented the company in projects with NASA, Google, Apple, Facebook, ATF, TED, Jamie Oliver and the FBI just to name a few. Many in this industry run their companies with only short term profits in mind and insist on building the same vehicle the same way even when there are clear new technologies and methods. Steve insists on doing the opposite and our continued production schedule shows that it works. Competitors respect his friendly attitude and fair treatment of them in the business environment.

Steve attended The Ohio University, is an avid boat Captain, both sail and power. He somehow finds the time to be well read in all chassis and industry related facts and takes great pride in being part of the Farber Family of employees.



Steve Goodyear Vice President of Sales 614-206-3986 (CELL) 800-331-3188 (TOLL FREE

Farber Specialty Vehicles Organizational Chart





The Farber name has been associated with the automotive business in central Ohio since 1920. Retail sales of new and used automobiles continued until the late 60's and early 70's with a gradual transition to recreational vehicles and custom built vehicles. The family owned and operated business is currently introducing a fourth generation of family members.

During the 1980's the Company began to custom design and build interiors in vehicles for specialty use. In 1992 the trade name Farber Specialty Vehicles (FSV) was registered with the State of Ohio. Farber Specialty Vehicles became an Ohio corporation on May 30, 2002. In July of 2002, FSV purchased the assets of Custom Coach Corporation, a well-known manufacturer of executive and entertainer transportation since 1955. Custom Coach assets and equipment were relocated to the 60,000 square foot Farber Specialty manufacturing facility located on the East side of Columbus, Ohio. The manufacturing and assembly plant is located on 10 acres next to Interstate 70 in Columbus, Ohio and ten minutes from the Columbus International Airport.

1.2 Introduction

Today, Farber Specialty Vehicles (FSV) custom manufactures bodies and using AutoCad and Solid works software, design-builds custom interiors. Platforms include Sprinter vans, cab and chassis trucks, coach style bodies of various lengths, Prevost buses and the Farber-Bus. The Farber-Bus is built on a Freightliner XC rear engine chassis powered by Cummins diesel engine and Allison transmission in lengths up to forty-five feet.

FSV has greatly broadened its scope of work and market over the years. Our marketing target now includes medical, health and dental units; command and communication vehicles; emergency response vehicles including swat, DUI, hazmat vehicles; simulation labs and BSL2 laboratories; mobile educational and technology units and bookmobiles.

We have custom built vehicles for most of the US Federal agencies including, Homeland Security, Immigrations and Customs Enforcement (ICE), Alcohol Tobacco and Firearms (ATF), Environmental Protection Agency (EPA), US Marshall Service, Department of Veterans Affairs and Border Patrol. Sales also include municipalities and governments in all 50 US states and International sales to the Mideast, Africa and South America.

FSV currently manufactures anywhere from 120-325 custom vehicles per year.

A talented workforce with an extremely high retention rate has been the cornerstone of Farber Specialty Vehicles' success. Our team includes 120 skilled managers and craftsmen. Our team leaders have been with FSV from ten to thirty-five years. FSV production is supported by an engineering department typically staffed with ten mechanical and electrical engineers.

Bumper to bumper warranties and technical assistance is provided for all vehicles and components to assure our customers satisfaction throughout the life of the vehicle. Delivery and training of completed vehicles is provided by experienced technicians.

Farber Specialty Vehicles Inc. defines quality as providing the customer with a product which meets the needs and expectations of the customer.

The principals set out below comprise Farber Specialty Vehicles Inc. quality policy.

- Farber Specialty Vehicles Inc. is committed to continual improvement of quality for all
 of its products and services.
- 2. Farber Specialty Vehicles Inc. will work to achieve and improve quality by the following:
 - a. Clearly defining policies, procedures, and standards.
 - Regularly monitoring and evaluating FSV built products as well as sourced products.
 - Supporting a self- critical and reflective approach which welcomes feedback from both customers and team members.
- 3. Quality is monitored and evaluated by FSV's Quality Management System.
- The Quality Management System is capable of operating independently of particular individuals and/or managerial positions. Allowing team members to voice opinions and suggestions without managerial implications.
- 5. The quality management system is open for regular review to ensure continual improvements.
- Responsibility for quality lies with all departments of FSV including upper management, lower management, team leaders, team members and project leaders.
- Managerial focus on the development and implementation of best practices is necessary.
- 8. Encourage personnel involvement in continual improvements by responding quickly and constructively to good suggestions.
- 9. Encourage personnel communications involving safety and quality.
- 10. All individuals and teams with a responsibility within the quality management system are accountable to Operations Manager.

In turn we have the expectation for a commitment from each employee to the assurance of quality in each and every product. Each employee will be held accountable to the following:

- Support the success of your team/bay through the quality, timeliness and professionalism of your work attitudes.
- 2. Maintain a work environment which will contribute to the assurance of quality.
- 3. Adhere to "Best Practices" and standards set forth by managers and Team Leaders.
- 4. Perform self-checking practices and pay attention to detail of your own work.
- Notify team leaders in a timely manner of any problems and or issues with procedural compliances.
- 6. Report any quality problems to managers.
- 7. Make recommendations to improve quality.



Key Personnel

Ken Farber: President/CEO of Farber Specialty Vehicles

-Graduate of The Ohio State University-Business Administration Marketing and Finance

-FSV Hire Date- 1/1/75 -Years Experience- 39



Nick Farber: Director of Operations, Nick will oversee your project from the purchasing of parts to the delivery of the vehicle.

-Graduate of The Ohio State University- Industrial Engineering

-FSV Hire Date- 6/1/08 -Years Experience- 20



Chris Farber: As Production Manager,
Chris will administer your project from the time it enters
the metal shop to the time it completes the quality assurance audit.
Chris is a fanatic about fit and finish and will ensure the vehicles
be to the highest quality in all aspects of the build.

-Graduate of Ohio University- Industrial Technology

-FSV Hire Date- 6/9/04 -Years Experience- 10





George Snyder: As Service and Quality Manager, George heads the Service and Quality Divisions at FSV. His departments

- •Service Manager (1982-2014)
- Hire Date- 11/2/82
- -Years Experience- 31



Bill Harlan: As Head of Engineering, Bill will be providing insight on all mechanical and electrical portions of your project. Bill has a brilliant design mindset focused on making your vehicle look and perform to its fullest capabilities.

- -Graduate of The Ohio State University- Industrial Design
- -FSV Hire Date- 1/28/08
- -Years Experience- 23



Anthony Macedonia: As Mechanical Engineer on the project, Anthony will provide the drawings, weight analysis, and any other information needed.

Anthony has excelled on many of the most complex projects that FSV has performed.

- -Graduate of Miami University- Mechanical Engineering
- -FSV Hire Date- 8/2/04
- -Years Experience- 9





Tim Dennis: As Electrical Engineer on the project, Tim has become extremely innovative with his design. He has electrically engineered some of the most sophisticated projects in the industry. Tim will always be available for any electrical questions or needs.

- -Graduate of The Ohio State University- Electrical Engineering
- -FSV Hire Date- 9/3/02
- -Years Experience- 19



Harry Spieker: As part of the Service Department,
Harry will be auditing your vehicle in the final checkout
and also training your personnel upon delivery.
Harry is a very thorough and experienced employee at FSV.
He is also extremely detailed when it comes to the training
of your personnel.

- -30 Years as Field Service Representative at NCR
- -FSV Hire Date- 5/15/01
- -Years Experience- 13



Rob Roth: As a Team Leader, Rob will oversee your project. He will manage crews to ensure your vehicle is built to the highest quality. Rob has great communication skills between the floor and the engineering staff, making sure that everything designed will be fully functional.

- -FSV Hire Date- 9/29/03
- -Years Experience- 21



7052 AMERICANA PARKWAY • REYNOLDSBURG (COLUMBUS), OHIO 43068 • (614)863-6470 • (800)331-3188 ww.farberspecialty.com FAX (614)759-2098 e-mail: solutions@farberspecialty.com



Russ Stafford: As an Electrical Team Leader,
Russ will oversee the electrical portion of your project.
Russ is very experienced and knowledgeable when it comes
to the specialty vehicle industry. He has an evident
understanding of what works for our customers
and provides insight to help our builds become
extremely user-friendly.

-FSV Hire Date- 5/23/00 -Years Experience- 19



Tim Detty: As Parts Manager,
Tim will be ordering the parts and pieces for your vehicle build.
Tim has a keen understanding as to knowing the purpose
of the vehicle and ordering to maximize the capabilities.
He is very familiar with the technology going into your vehicle,

-FSV Hire Date- 6/17/87 -Years Experience- 34

so you can be sure it will be done right.





D-U-N-S AND BRADSTREET #

10-600-1675

NAICS CODE; 336

Certification Number; Yes. Certs. On file. Date; 6/14/13 Expires; 6/14/14

CAGE CODE; 3CEJ9

Year of Incorporation; 5/31/02





FARBER SPECIALTY VEHICLES, INC. 7052 AMERICANA PARKWAY REYNOLDSBURG, OHIO 43068 PHONE 614-863-6470 FAX 614-759-2098

OHIO TAX EXEMPT #23032616 FEDERAL ID# 41-2043544 **DUNN & BRADSTREET #10-600-1675**

CREDIT REFERENCES

Columbus Fasteners 614-486-6670 1150 Chesapeake Ave 614-486-2485 FAX Columbus, OH 43212-0250

Audiovox Specialized Applications 574-266-3103 23319 Cooper Drive 574-264-6542 FAX Elkhart, IN 46514 Beth (fax credit requests)

Winnebago Industries 641-585-3535 PO Box 152 641-585-6718 FAX Forest City, IA 50436 Kathy Leuwerke Dealer No. 80-5700

Buckeye Power Sales 614-861-6000 P.O. Box 09745 Columbus, OH 43209 Janet Seitzer

IOTA Engineering Co. Converters 1301 E. Wielding Rd. PO Box 11846 Tuscon, AZ 85734

Applied Graphics 1717 McCarrick Parkway Mansfield, OH 44903

Ricon Corporation 7900 Nelson Rd. Panorama City, CA 91402

Whelen Engineering Company Winthrop Road, Route 145 Chester, CT 06412-0684

614-861-2291 FAX

520-294-0417 520-746-8995 FAX Diane Walaf

419-756-5184 419-756-7512 FAX Natalie Beckert

818-267-3012 818-267-3124 FAX Richard Post

860-526-9504 860-526-3854 FAX

BANK REFERENCE

Huntington National Bank 41 South High Street Columbus, OH 43215 614-480-2449 PH 614-480-2886 FAX David Oboy Account #01892118154

AUTHORIZED BUYERS

Jim Jameson, Service Mgr. Tim Detty, Dir. Of Logistics Nick Farber, Prod. Supervisor Mark Brewer, Mtrls. Director Craig Farber, Buyer Jeff Beavers, Buyer Al Morley, Parts & Service Andy Brooks, Parts & Service Chris Farber, Production Dave Dever, Production

ACCOUNTS PAYABLE

Monica Maddox

CONTROLLER

Scott Poch

OFFICERS

Ken Farber, President/CEO John Farber, Treasurer Nick Farber, Vice President/Secretary



Farber Specialty Vehicles is no stranger to performing a complex project, as listed in the specification. In a project like the one proposed, FSV feels that there are certain characteristics that are essential for a company to have. Strong financials, world-class engineering, talented construction personnel, and an elite service department just to name a few.

☐ Strong Financials

Farber Specialty Vehicles has been fortunate enough to stay extremely busy throughout the course of the economic downturn. We have managed to meet our production targets, and continue to stock shells to decrease lead-time. These are a couple of reasons why, and examples of our strong financial state.

Engineering

You can be sure that the engineering staff at Farber Specialty Vehicles is more than capable of designing your vehicles. The FSV engineers have been put to the test in the past couple years as we have delivered some of the most complex vehicles in the industries history. You can read more about these projects in our past performance section of this proposal.

☐ Construction Personnel

Driving the quality of a Farber vehicle is our talented workforce. Our skilled craftsmen bring a substantial amount of experience and an extremely high retention rate to the table. Our construction team is very proud of the work they do, and have the same quality principles as our management and sales teams.

☐ Service Staff

At Farber Specialty Vehicles we strive to create a lasting relationship. Our service team is always there to answer questions, supply you with parts, and provide information on your vehicle.

Our superior reputation when it comes to performance, capabilities, service and price have proven to make a Farber Vehicle one of unmatched value. There is no doubt in our minds that we can fully comply to the specification from the technical, engineering, service, and administrative standpoints. We look forward to possibly doing business with you, and will proudly stand behind our product.

MOTOR VEHICLE DEALER LICENSE

AS PROVIDED FOR UNDER CHAPTER 4517 OF THE REVISED CODE IN THE STATE OF OHIO, SUBJECT TO THE TERMS AND CONDITIONS ENGAGE IN THE BUSINESS OF SELLING MOTOR VEHICLES AT RETAIL THIS IS TO CERTIFY THAT THE FOLLOWING IS HEREBY LICENSED TO

FARBER SPECIALTY VEHICLES INC 7052 AMERICANA PKWY REYNOLDSBURG OH 43068



PERMIT NUMBER
ISSUE DATE
EXPIRATION DATE
PLATE SERIES

ND003039 11/06/2003 03/31/2025 3107

MIKE DEWINE GOVERNOR

ANDY WILSON DIRECTOR

REGISTRAR
OHIO BUREAU OF MOTOR VEHICLES

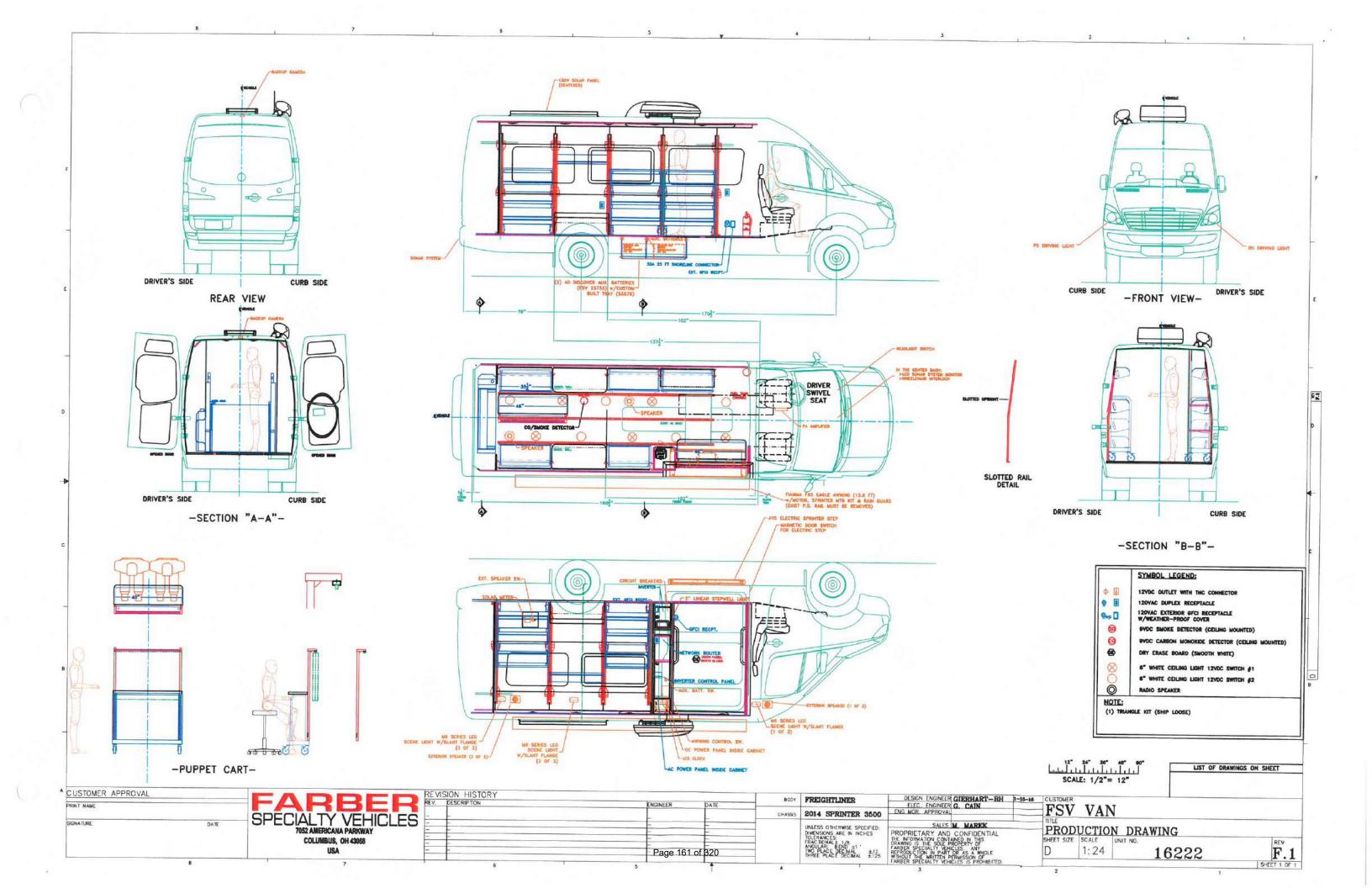
Page 159 of 32

MODEL: FSV VAN BOOKMOBILE 21

21'6" overall length, 3.0L, Turbo Diesel Blue TEC, 11,030 lbs, 26.4 gallon fuel tank, 78.6" exterior width, steel unibody construction, heavy duty commercial carpet or rubber flooring. Body shall have two (2) swing out rear doors and one sliding passenger door. All interior lights to be LED. The final finishing of this vehicle shall be to commercial truck standards.

Space is designed for efficiency and ergonomic function for an optimized workflow. Custom options for ADA accessibility, bus doors, awnings, upgraded interior, See price sheet for details





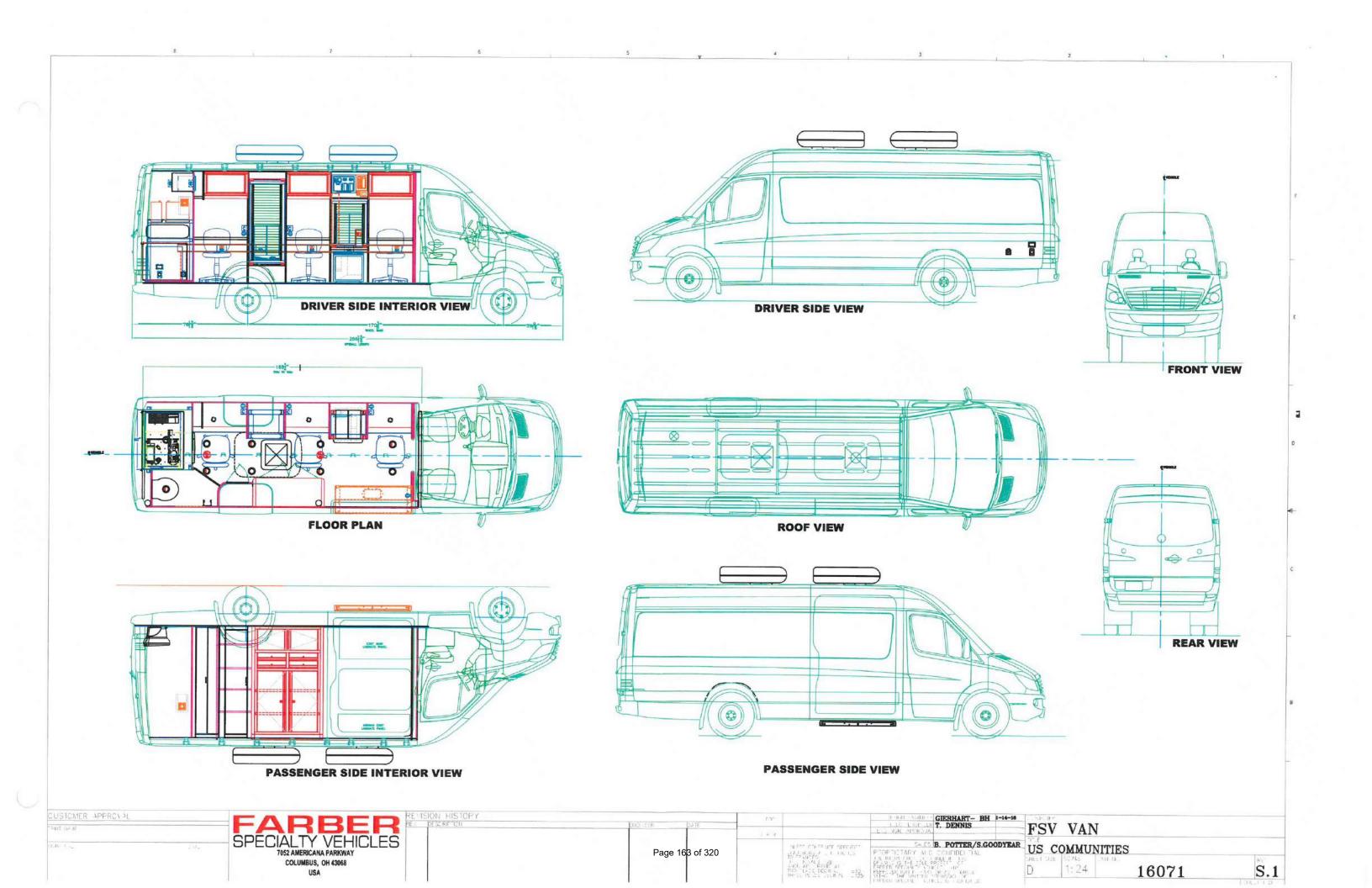
MODEL: FSV VAN CSI,COMMAND,COMPUTER LAB, DENTAL,MEDICAL 21

21'6" overall length, 3.0L, Turbo Diesel Blue TEC, 11,030 lbs, 26.4 gallon fuel tank, 78.6" exterior width, steel unibody construction, heavy duty commercial carpet or rubber flooring. Body shall have two (2) swing out rear doors and one sliding passenger door. All interior lights to be LED. The final finishing of this vehicle shall be to commercial truck standards.

Space is designed for efficiency and ergonomic function for an optimized workflow. Custom options for ADA accessibility, bus doors, awnings, upgraded interior, See price sheet for details



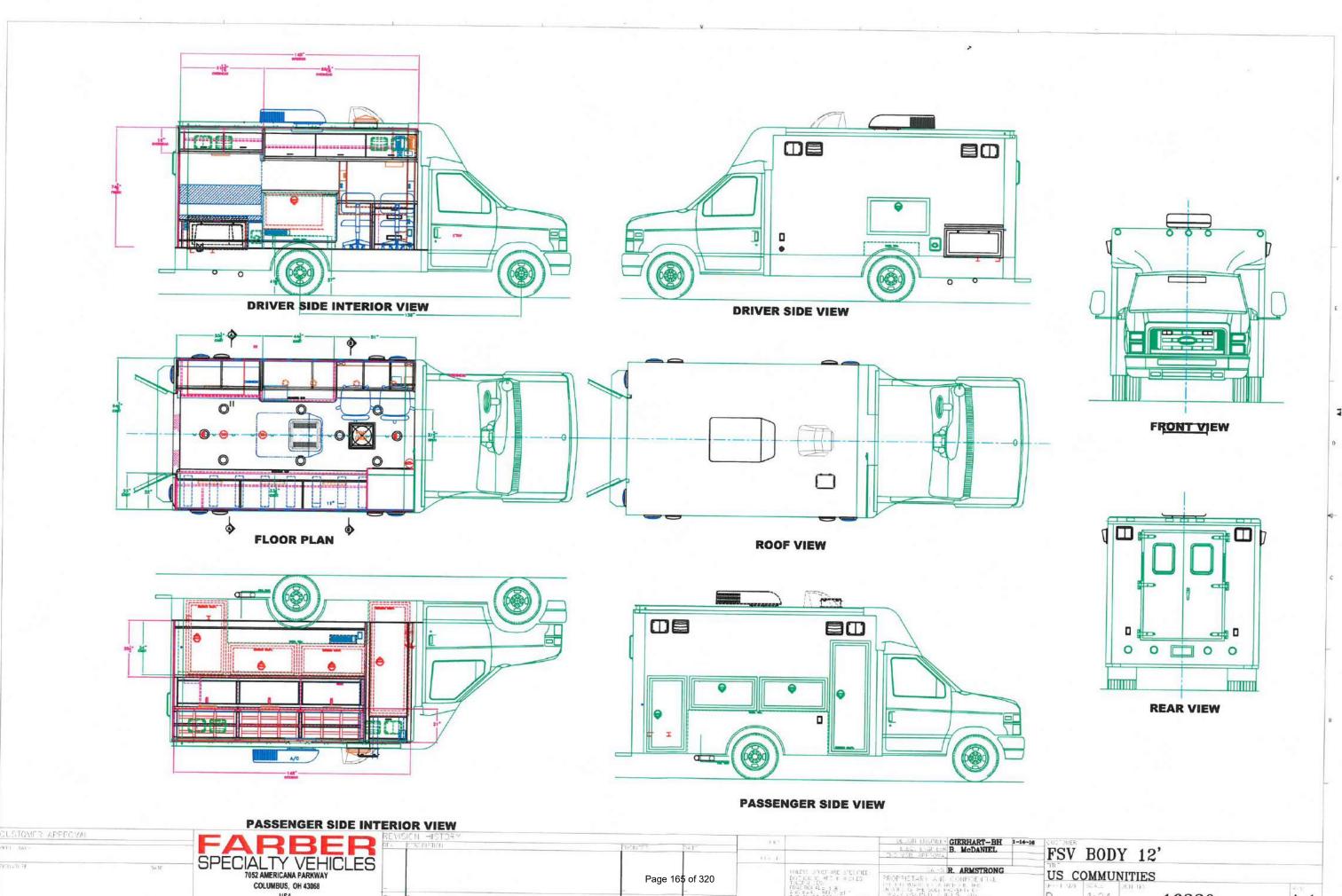




MODEL: FSV BODY 12 EVIDENCE COLLECTION VEHICLE

Body12',21' overall length, 5.4L Triton V-8, 11,500 GVWR, 37 gallon fuel tank, 96" exterior width. Body shall be "FRP" fiberglass re-enforced construction. Gel coat interior walls with heavy duty spray on commercial flooring. Body shall have (2) two swing-out rear doors with 12" x 17" windows. Full-length cabinets located on both sides of the unit designed for storage of evidence collection kit. LED interior lighting. The final finishing of this vehicle shall be to commercial truck standards.



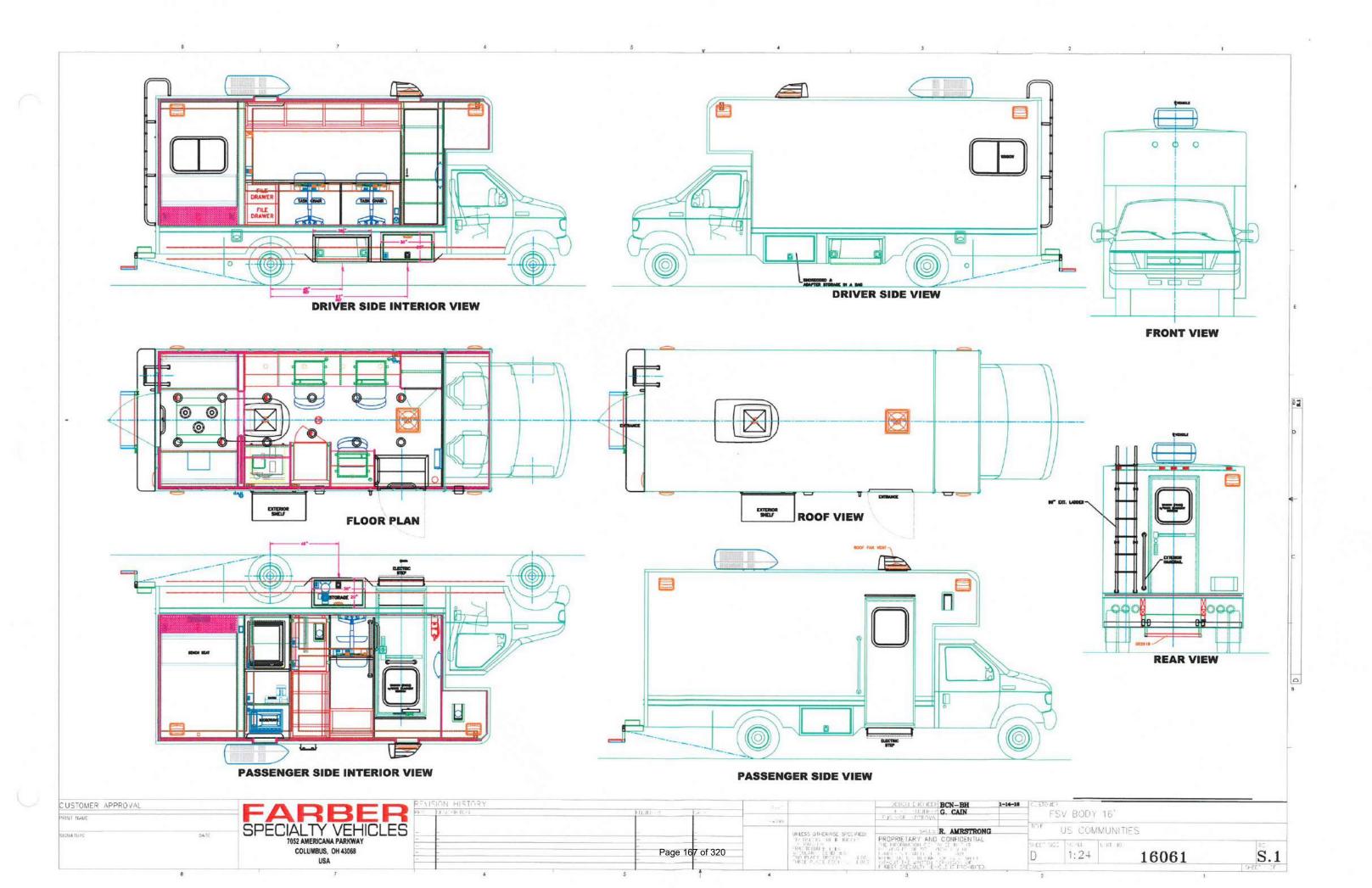


16330 A.1

MODEL: FSV BODY 16 COMMAND - CSI - EVIDENCE COLLECTION - 23'

Body 16',23' overall length, 6.8L Triton V-10, 14,500 GVWR, 55 gallon fuel tank, 96" exterior width, shall be aluminum, Re-enforced construction. Gel coat interior walls with heavy duty rubber commercial flooring. Body shall have one (1) swing out side door with a window.

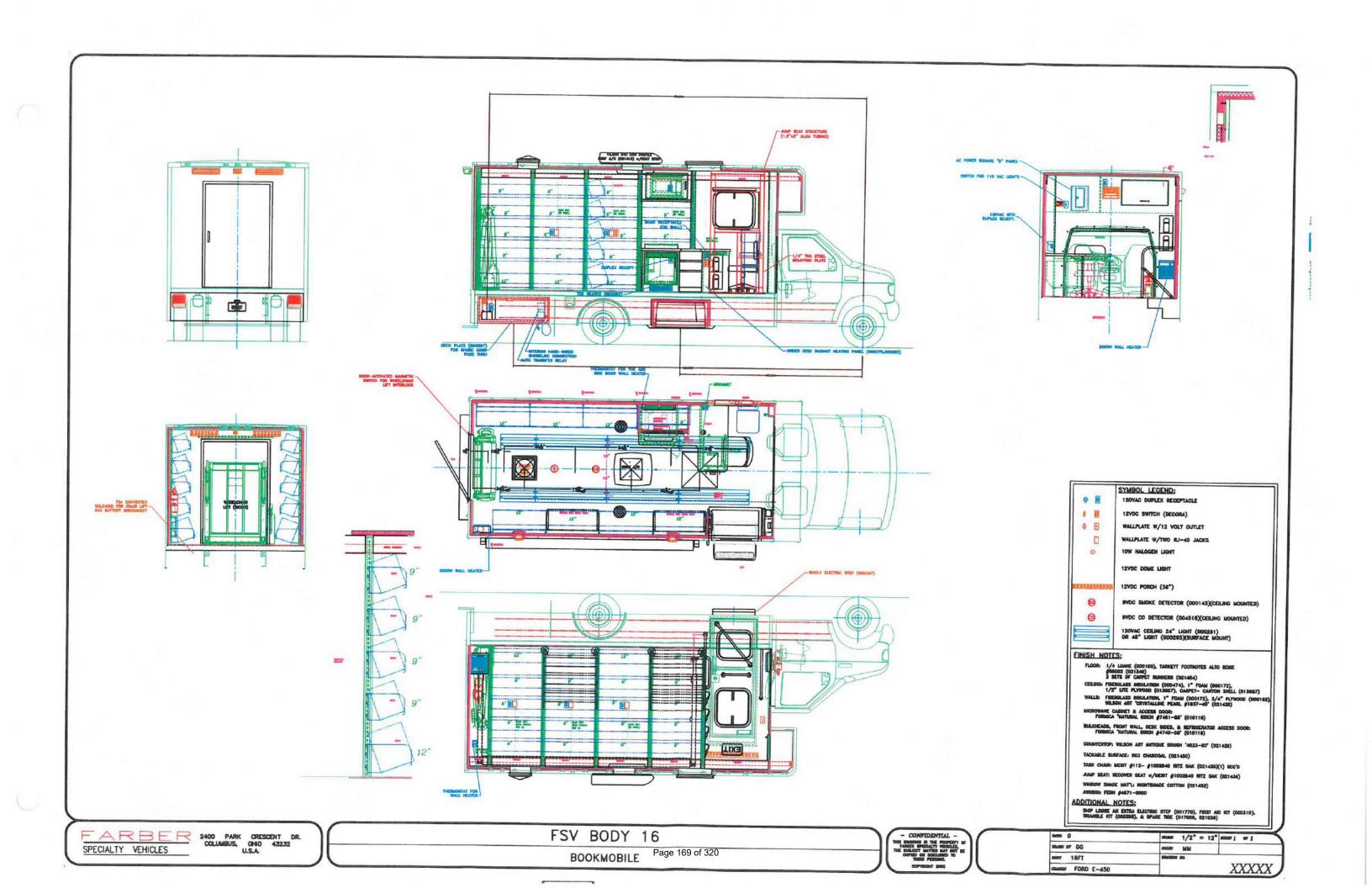




MODEL: FSV BODY 16 BOOKMOBILE- 23'

Body 16',23' overall length, 6.8L Triton V-10, 14,500 GVWR, 55 gallon fuel tank, 96" exterior width, shall be aluminum, Re-enforced construction. Gel coat interior walls with heavy duty rubber or carpet commercial flooring. Body shall have one (1) swing out side door with a window.





MODEL: FSV BODY 16 SWAT - CSI - EVIDENCE COLLECTION - 23'

Body16',23' overall length, 6.8L Triton V-10, 14,500 GVWR, 55 gallon fuel tank, 96" exterior width, shall be "FRP" Fiberglass Re-enforced construction. Gel coat interior walls with heavy duty spray on commercial flooring. Chassis driven heat and air conditioning, mounted above rear door. Body shall have two (2) swing out rear doors with 12" x 17" windows. Full length compartment bench seating, with padded backrest, located on both sides of the unit.

