



Specialty Underwriters LLC Equipment Maintenance

Request for Proposal Number 24-33 – Equipment Maintenance Management Program

TECHNICAL PROPOSAL

Prepared For

UNIVERSITY OF NORTH FLORIDA

MADE AVAILABLE THROUGH GOVMVMT PURCHASING COOPERATIVE

Procurement Services

Hicks Hall | Bldg 53 | Suite 2950

4892 First Coast Technology Pkwy

Jacksonville, FL 32224

Proposal Due Date: June 4, 2024 | 2:00 p.m. EST

Prepared By

Specialty Underwriters LLC

A Subsidiary of SU Group LLC

9667 South 20th Street

Oak Creek, WI 53154

800-558-9910 • 414-281-1100

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TAB 1

Executive Summary



EXECUTIVE summary

Specialty Underwriters LLC, a subsidiary of SU Group LLC, was established in Wisconsin on July 21, 1982. Expanding over time, the company pioneered the comprehensive equipment maintenance management program (EMMP) concept as a flexible alternative to full cost service contracts. Today SU and its affiliates serve various corporations, governmental bodies, educational institutions, medical facilities, high technology industries and other organizations worldwide!



▲ SU Group LLC's corporate headquarters are located in Oak Creek (see map), a suburb of Milwaukee, WI.



Education



Healthcare



Government



Finance



Pharmaceuticals

Our Reputation

As the equipment maintenance management program (EMMP) pioneers, SU Group LLC has collectively amassed the most experience and actuarial data in the industry. Specialty Underwriters has built and maintained a reputation of outstanding service, sustained cost savings, longevity, professionalism, and integrity. Long-term business relationships are at the heart of the way Specialty Underwriters has performed business over the last forty-two (42) years and our mission is to continue growth plans based on that foundation.

Unmatched Experience

As a testament to Specialty Underwriters LLC's leadership role in the equipment maintenance industry, Specialty Underwriters has designed and managed equipment maintenance management programs (EMMPs) for entities including, but not limited to the following:

- ✓ E&I Cooperative Services (contract term value, over \$60 million)
- ✓ Aventis Pharmaceuticals (contract term value, over \$20 million)
- ✓ Continuum Healthcare (contract term value, over \$50 million)
- ✓ US Bank (contract term value, over \$40 million)
- ✓ Vizient (contract term value, over \$100 million)



SU Group LLC has also held numerous state contracts over the past 40 years (*see list below*):

- ✔ Alabama (AL), Arizona (AZ), Delaware (DE), Florida (FL), Georgia (GA), Iowa (IA), Louisiana (LA), Maryland (MD), Minnesota (MN), Mississippi (MS), Missouri (MO), Nevada (NV), New Jersey (NJ), Ohio (OH), Oklahoma (OK), Pennsylvania (PA), South Carolina (SC), Tennessee (TN), Virginia (VA), and Wisconsin (WI)

Financial Strength

In addition, as a testimony to Financial Strength, Industry Leadership, and Client Confidence, Specialty Underwriters' current clients have the backing of two (2) "A-" rated (*rating assigned by A.M. Best Company, Inc.*) insurance companies and the SU Maintenance Service Agreement (MSA). Specialty Underwriters has its own insurance company, **SU Insurance Company (SUIC)**, which has an **AM Best Rating of "A-Excellent"**. State National Insurance Company has an AM Best Rating of "A" Excellent. No other company in this marketplace possesses an insurance company established and dedicated exclusively to equipment maintenance insurance!



How the Program Works

Our equipment maintenance management program (EMMP) consolidates service contracts into one (1) easily manageable master agreement, assuming the financial risk of equipment repairs as they occur. By specializing in only equipment maintenance management, we know the appropriate market prices of preventive maintenance (PM) and repair for virtually every piece of equipment. We have also logged extensive actuarial equipment data indicating the likelihood of equipment breakdown. This extensive expertise helps us assess your equipment and provide significant savings on annual maintenance costs.

"Hard dollar" savings are achieved by completing a simple conversion process which spreads the risk across a high volume of equipment types from numerous OEMs. Specialty Underwriters will assist you in completing this process, which takes, in most cases, less than thirty (30) days. You will be able to continue working with your current vendors with no sacrifice of service quality. Your only responsibility could be to place a toll-free call to Specialty Underwriters LLC's Dispatch Center whenever you require equipment maintenance. We handle everything else.

By taking total responsibility for the administration and management of these services, Specialty Underwriters delivers significant "soft dollar" savings (administrative and employee-hour costs). We are experienced at managing the repair process effectively and efficiently, maximizing the client's maintenance dollar. With Specialty Underwriters, you will enjoy better coverage, a guaranteed annual budget, cost savings over traditional maintenance programs, improved control and ultimately less distraction from your organization's core business.



Continued Growth

From the start, we have continually refined and improved our programs, services, and approach to this specialized market. We believe that because something worked in the past, does not mean it will necessarily solve tomorrow's challenges. Our clients continue to assist in the evolution of our services



as we mutually develop new ways to capture and report meaningful data and structure innovative financial products to drive down costs.

The following objectives are part of SU's planned approach:

- *Generate maximum cost reduction*
- *Manage Existing Vendors and Establish alternative solutions*
- *Maintain, Improve and Monitor repair service levels*
- *Increase and Improve operational efficiencies and productivity through management of the entire service delivery process and consolidation of contracts*
- *Create and Sustain a centralized viewable database for all covered agency equipment*
- *Provide real-time online reports (i.e. equipment inventory, repair history, dispatch activity...)*
- *Deliver Customer Support through SU's exclusive "3G Circle of Support": Great Savings, Great Service, Great People*

Together we strive to create a working partnership through commitment, integrity, and teamwork by providing creative customer focused programs to meet all equipment maintenance needs. With knowledgeable long-term employees dedicated to providing continuous support to our clients, SU is ready to meet and exceed the expectations of the University of North Florida & GovMVMT.

Please accept this Executive Summary as documentation of Specialty Underwriters LLC's interest in participating in this cost reduction initiative and our willingness and ability to enter into and perform the commitments contained in this proposal.

TAB 2

- ✓ Evidence of Minimum Requirements



EVIDENCE requirements

As part of the SU Group of Companies, Specialty Underwriters LLC is very pleased to be given the opportunity to respond to the University of North Florida's Request for Proposal for an Equipment Maintenance Management Program. In the following submission, we will provide an overview of our proven program model, which is being used throughout many public entities, outline the benefits of our Sales & Account Executive Team for your initiative, and demonstrate our expertise and experience in the innovative field we propose herein. SU is willing and prepared to supply all services as described in this RFP and will function as the primary contractor.

SU Group can confirm that we have met all the minimum requirements as outlined within the RFP.

- SU is in good standing and is authorized to do business within the State of Florida.
- SU has an active SAM registration and is not an excluded party.
- SU has not been convicted of a public entity crime within 36 months prior to the due date.
- SU has met all prequalification's set forth in bid documents.

SU has documented CONFIDENTIAL information as such which contains proprietary information, including business names, strategies and financials, all of which are trade secrets of SU and should remain Confidential.

The primary contacts for this Request for Proposal will be:

Elaine Wilson
Director of Sales - East
P: 800-558-9910, Ext. 2123
E: ewilson@su-group.com

We believe that our extensive experience and proven success in this unique and innovative field, combined with our quarterly business reviews, database creation, management reporting systems and flexible program options will ensure the University of North Florida & GovMVMT's initiative is a continued success for years to come.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Fallico', is written over the typed name.

Joseph Fallico
President

TAB 3

- ✓ Contact Names
- ✓ Org Chart

CONTACT information



Joe Fallico, President

Phone: (800) 558-9910, Ext. 2750

Fax: (414) 281-1111

Email: jfallico@su-group.com



Elaine Wilson, Director of Sales - East

Phone: (800) 558-9910, Ext. 2123

Fax: (414) 216-0344

Email: ewilson@su-group.com



Shelley Tilghman, Director of Business Development

Phone: (800) 558-9910, Ext. 2056

Fax: (414) 216-1053

Email: stilghman@su-group.com



Tim Foley, Director of Finance

Phone: (800) 558-9910, Ext. 2964

Fax: (414) 281-1111

Email: tfoley@su-group.com



Sean Finnigan, General Counsel

Phone: (800) 558-9910, Ext. 2684

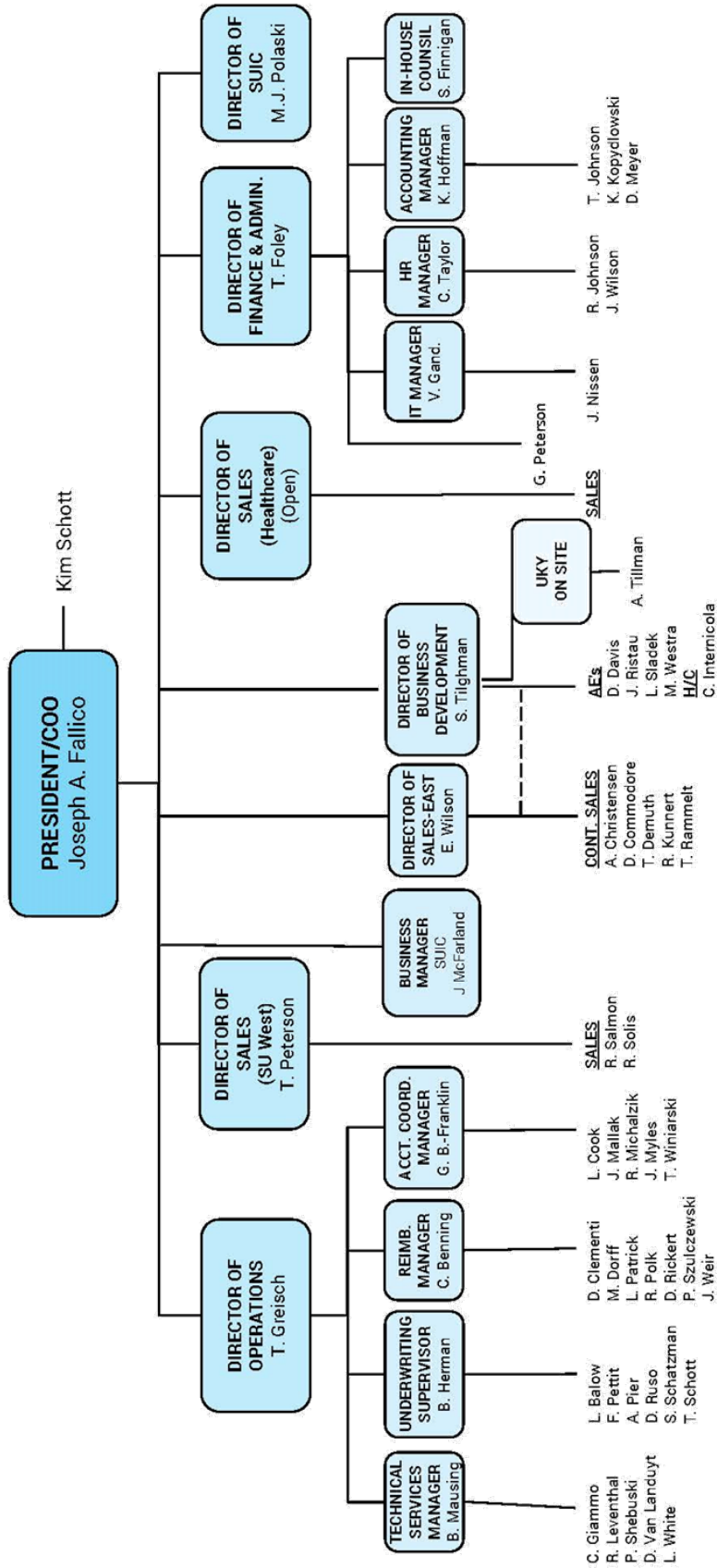
Fax: (414) 281-1111

Email: sfinnigan@su-group.com



SU GROUP LLC • EST 1982

SU GROUP LLC



TAB 4

- ✓ Quality Assurance/Control Process
- ✓ Online Reporting
- ✓ Experience/Reference Form
- ✓ Financial Considerations-Value Added Flexibility

PROPOSERS response

Quality Assurance/Control

Specialty Underwriters LLC's national TELESERVE™ program provides access to a centralized dispatch center which customers can call for all service event types. Dispatch answers most calls in three (3) rings or less. When service is required, customers may call the aforementioned TELESERVE™ toll-free number, email, submit via web or QR Code a service request in lieu of contacting the vendor directly. Then, Specialty Underwriters can recommend and assign one of our outstanding vendors **OR** utilize the Participating Public Agencies vendor of choice that works with the program.

When the TELESERVE™ Dispatch Center receives a service request, a Specialty Underwriters dispatch operator (*live person*) will confirm the following with the end-user: equipment ID number, equipment location, preferred vendor (*as shown in the database*) and the nature of the problem. Once this information is confirmed and recorded, Specialty Underwriters immediately places a service call to the vendor and issues a purchase order (PO) number to the vendor that guarantees payment for covered services.

- ! Strict procedural compliance is required for this program to deliver the highest value to the client. Throughout the year, we will review your equipment's performance with you and suggest additional options to further support your equipment performance! Should Specialty Underwriters find irregularities in service or service response time, or should a vendor's performance be inadequate, we will document our findings and bring this to the client's attention along with possible remedies. End-users are encouraged to contact the TELESERVE™ Dispatch Center concerning any questions or problems.

Specialty Underwriters requests that service providers contact the end-user that called for service to provide them with an estimated time of arrival (ETA) to perform maintenance. To ensure this, the TELESERVE™ Dispatch Center provides a "call again" feature. This feature generates a return call from Specialty Underwriters to the vendor the following business day to verify that contact has been made with the end-user and/or a service time has been scheduled.



When service is needed, end-users can locate the equipment tag number and the primary TELESERVE™ phone number 800-833-7050 on the blue tag (see left) on the side of their covered equipment. They can also scan the QR code to request service via the web.

TELESERVE™ Process

One easy step triggers the TELESERVE™ service process!

- 1** **Call TELESERVE™**
When PMs or repairs are required, contact US's toll-free, 24/7 dispatch number at (800) 833-7050, email teleserve@su-group.com, request via the web at su-group.com or scan QR code on tag.
- 2** **Vendor dispatched**
Then, SU will dispatch your vendor with our purchase order (PO) number. SU confirms via email.
- 3** **Vendor sends info**
Following service, the vendor is required to send SU a field service report (FSR) & an invoice.
- 4** **SU Group pays vendor**
SU will pay your vendor for covered services performed within 25-35 days after the invoice & FSR are received.
- 5** **View online report**
Meanwhile, all event service information is available to the client online at www.su-group.com.

● Client ● SU Group

Automated Confirmations (3 Types)

Dispatch Confirmation

As this email address does not accept incoming emails, please do not reply to this message. If you need further assistance, please contact us at 800-833-7050.

Thank you for contacting Specialty Underwriters.

This email confirms your service request for item [249832](#).
The call has been placed with [IMAGING 411, INC.](#)
The confirmation number provided by the vendor is [123456](#).

The PO number provided to the vendor is 10091420-1.

If the vendor does not contact you within 8 business hours, please notify us by calling 800-833-7050 with your tag number.



fax to

Please request a copy of the service report from the technician upon completion of the call and (414) 216-0005.

Thank you and have a wonderful day.
Specialty Underwriters Dispatch Team

Vendor Response Confirmation (Next Day)

Thank you for contacting Specialty Underwriters to request a service visit.

Your request was dispatched to [US GLOBE SERVICE CORPORATION](#) and I am following up to confirm that [US GLOBE SERVICE CORPORATION](#) has either contacted you to setup the time for the service visit or has already completed the repair.

Please reply to all with either a Yes or No to let me know if you have been contacted or serviced, or call 800-833-7050 with your tag number and I will follow-up with [US GLOBE SERVICE CORPORATION](#) about this service request.

Tag Number- [217321-2](#)
Manufacturer- [XEROX](#)
Model Number- [7232](#)
Problem Description- [TRANSFER BELT](#)

Again thank you and have a wonderful day.

Specialty Underwriters Dispatch Team

PM Confirmation

As this email address does not accept incoming emails, please do not reply to this message. If you need further assistance, please contact us at 800-833-7050.

Thank you for contacting Specialty Underwriters.

This email confirms your Preventive Maintenance request for item [240289](#).
The call has been placed with [TTP LABTECH](#).
The confirmation number provided by the vendor is [ABC123](#).

The PO number provided to the vendor is [10091200](#).

If the vendor does not contact you within 5 business days to schedule your pm visit, please notify us by calling 800-833-7050 with your tag number.

If the engineer does not provide you a copy of the service report, please request a copy and fax it to (414) 216-0005.

Thank you and have a wonderful day.

Specialty Underwriters Dispatch Team



ONLINE reporting

Specialty Underwriters LLC creates a detailed, tailor-made website or “landing page” (*see below*) for all its clients. Using a private, customer login, administration and participating agencies receive direct access to **marketing materials, program procedures** and **contract information** customized for each facility.

Users may also access an expansive list of standard reports or create their own custom, online reports summarizing information such as **equipment performance, equipment inventory** and **reimbursements**.

Report Types

Specialty Underwriters LLC wide range of online report types (*see full list below*) enables clients to analyze crucial equipment service and performance data more effectively. This, in turn, allows management to make well-informed business decisions in a timely and accurate manner.

- ✔ **Equipment inventory report** – This report is a listing of equipment that is managed by SU. This report can be produced by vendor, manufacturer, department, cost center, item, equipment type, or site (*see right*).
- ✔ **Reimbursement report** – This report details the repair activity and repair cost for the time frame selected. This report can be produced by vendor, manufacturer, department, cost center, item, equipment type or site.
- ✔ **High frequency report** – This report identifies equipment experiencing a high frequency of service events based on predetermined criteria. From this report, we will work with the department, or eligible users to determine if there are vendor or service issues that need to be addressed.
- ✔ **Dispatch report**– This report gives detailed information of service event request activity for a specified date range. Details include when the service event was initiated, who reported the event and which vendor was contracted. Copy the date into a spreadsheet for response time analysis.
- ✔ **Invoice search report** – This report gives you the ability to look up an individual invoice or service report number or all service events for a date range. You can review the payment status and service performed. Use this report to review service event activity from the initial request through the payment of the invoice.
- ✔ **Warranty watch report** – This report identifies department items that are currently under warranty. Our system will identify any items that are nearing the warranty expiration date to ensure that the department has sufficient coverage upon expiration of the warranty.

Depending on the department’s needs and requirements, we also can generate custom reports to suit specialized tracking requirements. As mentioned, clients can generate management reports online through our website www.su-group.com. Alternatively, Specialty Underwriters LLC can also send reports via email or provide a hard copy.



REFERENCE form

Experience/Performance Reference Form

Suppliers Business Name: Specialty Underwriters LLC

PROJECT A

- (a) Contract Name: Equipment Maintenance Management Program
- (b) Owner Name: University of Florida
- (c) Owner Rep Name/Phone No.: Nicola Heredia / 352-294-1155
- (d) Contract Start Date: July 2011
- (e) Contract Completion Date: Active & Current
- (f) Total Contract Value: \$1.6mio
- (g) Brief Description of work completed and how it is similar to the scope provided herein: Equipment Maintenance Management Program to all university locations for lab & research, office, etc.

PROJECT B

- (a) Contract Name: Equipment Maintenance Management Program
- (b) Owner Name: University of Illinois System
- (c) Owner Rep Name/Phone No.: Aaron Carter / 217-333-2464
- (d) Contract Start Date: 2018
- (e) Contract Completion Date: Active & Current
- (f) Total Contract Value: \$900K
- (g) Brief Description of work completed and how it is similar to the scope provided herein: Equipment Maintenance Management Program to all university locations for lab & research, office, etc.

PROJECT C

- (a) Contract Name: Equipment Maintenance Management Program
- (b) Owner Name: Tennessee Department of Health
- (c) Owner Rep Name/Phone No.: Elora Fullerton / 615-770-1737
- (d) Contract Start Date: 2012
- (e) Contract Completion Date: Active & Current
- (f) Total Contract Value: \$815K
- (g) Brief Description of work completed and how it is similar to the scope provided herein: Equipment Maintenance Management Program to all university locations for lab & research, office, etc.



ADDITIONAL information

Financial Considerations-Value Added Flexibility

To meet the evolving needs of our customers, SU continually evaluates our past service offerings and program value to make improvements to guarantee “best value” as well as to better serve our customers in the coming years. SU is pleased to offer enhanced coverage’s for out-of-scope service events for the following: No Corrective Maintenance Performed, Software Related Repairs/Updates, Consumables replaced at time of PM/Repair, No Problem Found, No Fault Found and Troubleshooting/ Initial Visit on Obsolete Equipment.

- Example:
 - Account Value - \$1mio; Enhanced Coverage at limited 2% - \$20,000
 - Excluded service visits for above related events will be paid as covered

SU will offer 1% volume credits annually to be applied to the prevailing renewal price. The credit is based on the annual contract amount of the Individual Participating Public Agency then using the contract. The total contracted must maintain an annual written amount with SU of three million (\$3,000,000) US dollars to remain eligible for the Volume Renewal Credit. The credit provides a tangible incentive for both parties to operate within the best interests of GovMVMt and establishes a true partnership arrangement.

This credit may be applied only to the following year’s renewal and will be calculated as follows:

ANNUAL WRITTEN AMOUNT W/ SU FOR THE EVALUATION YEAR	RENEWAL COST CREDIT (%)	RENEWAL COST CREDIT (\$)
\$3,000,000 to \$5,000,000	1.00%	\$30,000 to \$50,000
\$5,000,001 to \$10,000,000	1.50%	\$75,000 to \$150,000
\$10,000,001 and Above	2.00%	\$200,000

SU offers additional programs including Third Party Administration (TPA) and Asset Management Programs and Contract-to-Contract Management to assist in the consolidation of contracts and equipment maintenance. These programs include several different approaches to various equipment types. Depending on the Participating Public Agencies current operational and financial processes, these optional programs and enhancements can be utilized, if so desired and mutually agreed upon by the GovMVMt and are offered independently. Additional details can be provided as requested.

TAB 5

- GovMVMT Compliance Documentation

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
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
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
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
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?
Yes No
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

Submitted by:

Joseph A. Fallico

(Printed Name)



(Signature)

President

(Title)

6/4/24

(Date)

**EXHIBIT B
SUPPLIER
RESPONSE**

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.

SU understands and accepts the Supplier Representations & Covenants subject to the red-lined changes as provided within Exhibit C – Administrative Agreement.

B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.

Specialty Underwriters LLC, a subsidiary of SU Group LLC, was established in Wisconsin on July 21, 1982. As the founder of the comprehensive equipment maintenance management program (EMMP), SU has built and maintained a reputation of outstanding service, sustained cost savings, longevity, professionalism, and integrity. Long-term business relationships are at the heart of the way we have performed business over the last forty-two (42) years and our mission is to continue growth plans based on that foundation.

2. Provide the total number and location of sales persons employed by your company in the United States.

The below chart indicates the location and number of sales representatives employed by SU Group.

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
<i>14</i>	<i>Oak Creek</i>	<i>WI</i>
<i>1</i>	<i>Cocoa Beach</i>	<i>FL</i>
<i>1</i>	<i>Phoenix</i>	<i>AZ</i>
<i>1</i>	<i>Lexington</i>	<i>KY</i>
<i>1</i>	<i>Staten Island</i>	<i>NY</i>
<i>Total: 18</i>		

3. 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.

SU's sales representatives are assigned specific territories (states) within the US and will be used accordingly to market this contract along with the support of GovMVMT. Additionally, SU has the flexibility to make adjustments to sales territories based on opportunities and immediate needs.

4. Provide the number and location of support centers.

SU's headquarters and support center is located at 9667 S. 20th Street, Oak Creek, WI 53154. Our main number for sales support is 800-558-9910 and our number for service and support is 800-833-7050.

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 20__, 20__, AND 20__						
SEGMENT	20	SALES	20	SALES	20	SALES
Cities						
Counties						
K-12 (Public/Private)						
Higher Education (Public/Private)						
States						
Other Public Sector and Nonprofits						
Federal						
Private Sector						
<i>Total Supplier Sales</i>						

SU understands that 3 years of prior sales data may serve as a data point that helps support our Company's and our programs financial stability, this data is incomplete and does not meaningfully represent long term sustainability and financial strength. No other competitor within the industry can claim to have over 4 decades of experience and an affiliate with an A – rating from AM Best. These company attributes speak for themselves as it relates to our expertise in developing and sustaining successful Equipment Maintenance Management Programs. In order to provide more directly responsive financial data, upon request and subject to confidentiality, if awarded this RFP Specialty Underwriters is willing to provide audited financial statements.

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 THE UNITED STATES FOR 20__, 20__, AND 20__						
SEGMENT	20	SALES	20	SALES	20	SALES
Cities						
Counties						
K-12 (Public/Private)						
Higher Education (Public/Private)						
States						
Other Public Sector and Nonprofits						
Federal						
Private Sector						
<i>Total Supplier Sales</i>						

SU understands that 3 years of prior sales data may serve as a data point that helps support our Company's and our programs financial stability, this data is incomplete and does not meaningfully represent long term sustainability and financial strength. No other competitor within the industry can claim to have over 4 decades of experience and an affiliate with an A – rating from AM Best. These company attributes speak for themselves as it relates to our expertise in developing and sustaining successful Equipment Maintenance Management Programs. In order to provide more directly responsive financial data, upon request and subject to confidentiality, if awarded this RFP Specialty Underwriters is willing to provide audited financial statements.

7. Provide a list of your company's ten largest public agency customers, including contact information.
SU has provided as Attachment A which is considered proprietary and confidential.
8. Describe any green or environmental initiatives or policies.
SU has recognized that environmental sustainability is one of the overriding issues of our time and we are committed to help preserve the environment and all its precious resources. We are committed to reduce our greenhouse emissions and have adopted the following practices: reduce energy consumption through computers, thermostats and carpooling, waste reduction and use of recyclable products.
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.
SU has an established service vendor network that includes suppliers classified as small business, minority & women owned, etc. Our vendor relations team continually attempts to identify qualified businesses to help support this initiative to include outreach via email and phone call to confirm that they can provide equipment repair service and support under our program and have them added to our vendor database.
10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
- Minority Women Business Enterprise (MBE or WBE)
Yes _____ No
 - Small Business Enterprise (SBE) or Disadvantaged Business (DBE)
Yes _____ No
 - Historically Underutilized Business (HUB)
Yes _____ No
 - Historically Underutilized Business Zone Enterprise (HUBZone)
Yes _____ No
 - Veteran Business Enterprise (VBE)
Yes _____ No
 - Service-Disabled Veteran's Business Enterprise (SDVBE)
Yes _____ No
- If you responded yes to any designations in a-f, please list certifying agency(ies):
-

11. Please describe any Affirmative Action Policy your company has in place.
See Attachments HQ-Veteran and Disabled Narrative & HQ-Women and Minority Narrative.

C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
To provide the services requested within this RFP, SU utilizes many different processes and procedures throughout the implementation and management of this program. The following steps are part of our standard

processing procedures for order processing & distribution.

1. *Initial Presentation or Meeting*
2. *Collect Customer Data*
3. *Internal Review & Analysis*
4. *Provide Cost Savings Proposal*
5. *Customer Acceptance (signed quote or PO issuance)*
6. *Equipment Added & Implementation Scheduled*
7. *Billing Completed per PO Bill To*
8. *ID Tags, Inventories & Procedures Provided*

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

SU accepts Purchase Orders and Signed Proposal/Quote submitted through email or ecommerce platform.

3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.

SU has a custom, proprietary database (SUMIT™) and platform for tracking of all phases of the service delivery process from ordering, processing, service delivery and billing.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

SU payment terms are Net 30 days and do not offer any quick-pay incentives.

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

All forms of ordering allow for the use of a procurement card and all major credit card affiliations are accepted (i.e. VISA, Mastercard, American Express).

6. Describe how your company proposes to distribute the Products and Services nationwide.

SU's sales representatives are assigned specific territories (states) nationwide and will be used accordingly to market this contract. SU employs a team approach to deliver a flexible customer support program that meets each customer's unique business needs and maintains the highest level of customer service and support. In fact, the entire staff at SU is sensitive and responsive to client service and satisfaction. SU has a team of equipment maintenance specialists available to assist customers with all aspects of their equipment maintenance management programs (EMMPs). These dedicated specialists include program managers, sales representatives, account executives, customer service representatives, reimbursement coordinators, technical account managers, account coordinators, and underwriters. Their entire role focuses on maintaining customer relations and delivering service. Continual growth and communication are also crucial elements of SU's business strategy. Assigned program managers knowledgeable in the customer's specific market meet face-to-face to discuss review program improvements and resolve any issues that surface.

7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.

SU handles the entire service delivery process. As the program provider, SU will facilitate the service requests from end users to their preferred service provider.

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.

SU will provide a proposal for all requested equipment eligible for the program which will reflect the Master Agreement discount percentage. Verification of savings and compliance can be provided as requested through Savings Summary Reports which can be provided annually or quarterly.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

Not Applicable

10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

SU's wide range of online report types enables clients to analyze crucial equipment service and performance data more effectively. This, in turn, allows management to make well-informed business decisions in a timely and accurate manner. Depending on the agency's needs and requirements, we also can generate custom reports to suit specialized tracking requirements.

11. Describe your company's ecommerce capabilities:

- a. Include details about your company's ability to create punch out sites and accept orders electronically.

SU's program offerings do not allow for the capability to create punch out sites. SU can accept orders via any ecommerce platform or other electronic forms.

- 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.

SU has the ability to integrate with any E-Procurement system to include but not be limited to Jaggaer, Payment Works, Workday, Coupa and SAP.

D. Sales and Marketing

1. 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:

- a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to- market 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.

SU has provided an Implementation Timeline for internal communication. See Attachment B.

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.

SU has provided an Implementation Timeline for participating public agency communication. See Attachment C.

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.

At the request of the customer, SU will transition the account to the Master Agreement. Currently, SU has the following cooperative agreements in place: Vizient, E&I, TIPS, and UT Alliance. The Master Agreement will be offered as one of our contract vehicles when presented to a customer.

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.

SU understands and agrees.

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:

- a. 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

SU understands and agrees.

6. 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
- c. 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

SU understands and agrees.

7. Provide the name, title, email and phone number for the person(s) who will be responsible for:

- a. Executive Support – *Joseph Fallico, President, jfallico@su-group.com, 800-558-9910*
- b. Sales – *Elaine Wilson, Director of Sales – East, ewilson@su-group.com, 800-558-9910 & Shelley Tilghman, Director of Business Development, stilghman@su-group.com, 800-558-9910*
- c. Sales Support – *Ty Demuth, Market Specialist, tdemuth@su-group.com; Alec Christensen, Market Specialist, achristensen@su-group.com; Ric Kunnert, Market Specialist, rkunnert@su-group.com; Taylor Rammelt, Market Specialist, trammelt@su-group.com; Dylan Commodore, Market Specialist, dcommodore@su-group.com; 800-558-9910*
- d. Marketing – *Elaine Wilson, Director of Sales – East, ewilson@su-group.com, 800-558-9910 & Shelley Tilghman, Director of Business Development, stilghman@su-group.com, 800-558-9910*
- e. Financial Reporting – *Tim Foley, Director of Finance & Administration, tfoley@su-group.com, 800-558-9910*
- f. Accounts Payable – *Tina Johnson, Accounting, tjohnson@su-group.com, 800-558-9910 & Darcey Meyer, dmeyer@su-group.com, 800-558-9910*
- g. Contracts – *Elaine Wilson, Director of Sales – East, ewilson@su-group.com, 800-558-9910 & Shelley Tilghman, Director of Business Development, stilghman@su-group.com, 800-558-9910*

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.

SU's national sales force is structured into two teams, Sales and Business Development. Our Sales team's primary focus is on new business opportunities while our Business Development team is responsible for account management, retention and vertical growth. Elaine Wilson (ewilson@su-group.com, 800-558-9910) is responsible for the Sales team and Shelley Tilghman (stilghman@su-group.com, 800-558-9910) is responsible for our Business Development team.

9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

SU's sales team will work with GovMVMT to identify new opportunities and strategies to market our Master Agreement. Additionally, SU is willing to hold monthly strategy calls, provide target lists and create marketing campaigns in an effort to grow the program. SU will support on-site meetings and customer visits as well as provide on-site implementation for all new and existing accounts.

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.

With the oversight of SU's Director of Sales, SU's sales representatives will market the Master Agreement nationally via tradeshows, cold calls, targeted customer list, as well as educate current customers on current offerings. Once a customer has committed to utilizing the Master Agreement, our sales representative, will ensure that the customer is set up with GovMVMT and begin the transition of equipment to be covered over to the Master Agreement prior to any equipment expirations dates.

Our sales representative will coordinate directly with SU's account executives, reimbursement coordinators, technical account managers, account coordinators, and underwriters to ensure the smooth transition and timely issuance of the customer contract.

Once the customer is established, the account will transition to our Director of Business Development, and the Account Executives. Their entire role focuses on maintaining customer relations and delivering service. Our dedicated Account Executive will meet face-to-face to discuss and review program improvement and growth opportunities.

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.
- c. 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).
- 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.

For the above a-d, please see the red-lined changes provided within Exhibit C – GovMVMT Administrative Agreement, Section 3.3 Suppliers Representations, (b) Value Commitment, (iii) Third Party Procurement Services.

12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$1,000,000.00 in year one
\$3,000,000.00 in year two
\$5,000,000.00 in year three

E. Additional Information

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.

To meet the evolving needs of our customers, SU continually evaluates our past service offerings and program value to make improvements to guarantee "best value" as well as to better serve our customers in the coming years. SU is pleased to offer enhanced coverage's for out-of-scope service events for the following: No Corrective Maintenance Performed, Software Related Repairs/Updates, Consumables replaced at time of PM/Repair, No Problem Found, No Fault Found and Troubleshooting/Initial Visit on Obsolete Equipment.

Example:

*Account Value - \$1mio; Enhanced Coverage at limited 2% - \$20,000
 Excluded service visits for above related events will be paid as covered*

SU will offer 1% volume credits annually to be applied to the prevailing renewal price. The credit is based on the annual contract amount of the Individual Participating Public Agency then using the contract. The total contracted must maintain an annual written amount with SU of three million (\$3,000,000) US dollars to remain eligible for the Volume Renewal Credit. The credit provides a tangible incentive for both parties to operate within the best interests of GovMVMT and establishes a true partnership arrangement.

This credit may be applied only to the following year's renewal and will be calculated as follows:

ANNUAL WRITTEN AMOUNT W/ SU FOR THE EVALUATION YEAR	RENEWAL COST CREDIT (%)	RENEWAL COST CREDIT (\$)
\$3,000,000 to \$5,000,000	1.00%	\$30,000 to \$50,000
\$5,000,001 to \$10,000,000	1.50%	\$75,000 to \$150,000
\$10,000,001 and Above	2.00%	\$200,000

SU offers additional programs including Third Party Administration (TPA) and Asset Management Programs and Contract-to-Contract Management to assist in the consolidation of contracts and equipment maintenance. These programs include several different approaches to various equipment types. Depending on the Participating Public Agencies current operational and financial processes, these optional programs and enhancements can be utilized, if so desired and mutually agreed upon by the GovMVT and are offered independently. Additional details can be provided as requested.

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 A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

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.govmvt.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 Lead Public Agency for GovMVMT Purchasing Cooperative, _____ has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

(Printed Name)

(Title)

(Date)

EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS

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.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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.

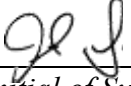
EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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

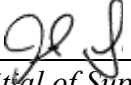
1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity (“NFE”) may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address 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.


_____ agrees
(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.


_____ agrees
(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.


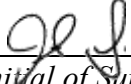

_____ agrees
(Initial of Supplier’s Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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.


_____ agrees
(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.

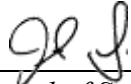
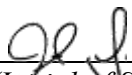

_____ agrees
(Initial of Supplier’s Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT 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.


_____ agrees
(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.


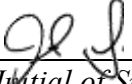

_____ agrees
(Initial of Supplier's Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

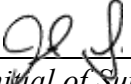
8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 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.


_____ agrees
(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 notify the Participating Public Agency.


_____ agrees
(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.

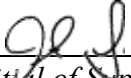
EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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.

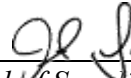
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal 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, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

 agrees
(Initial 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.

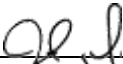
Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies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

 agrees
(Initial of Supplier's Authorized Representative)

**EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS**

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 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.

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 it 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 Supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: Specialty Underwriters LLC

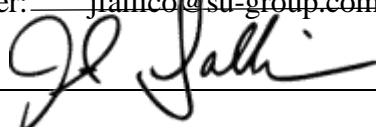
Address, City, State, Zip Code: 9667 S. 20t Street, Oak Creek, WI 53154

Phone: 800-558-9910

Fax: 414-281-1111

Printed Name of Authorized Signer: Joseph A. Fallico

Email address of Authorized Signer: jfallico@su-group.com

Signature of Authorized Signer: 

Date: 6/4/24

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

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 from 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.

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

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.

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

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.

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

- (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

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

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 from 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-Bacon 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

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FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

Act does not apply, neither does the Copeland “Anti-Kickback” Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA grant 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

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

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 fact 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, Specialty Underwriters LLC, 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

Joseph A. Fallico

Name and Title of Contractor's Authorized Official

6/4/24

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.

EXHIBIT G
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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
- c. 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. Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

EXHIBIT G
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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:
 - i. 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.

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- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from 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; and 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

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FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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

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

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 data 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,

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

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: Specialty Underwriters LLC

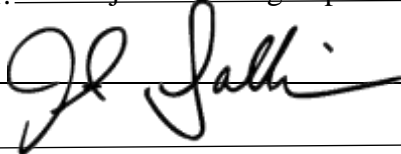
Address, City, State, Zip Code: 9667 S. 20th Street, Oak Creek, WI 53154

Phone: 800-558-9910

Fax: 414-281-1111

Printed Name of Authorized Signer: Joseph A. Fallico

Email address of Authorized Signer: jfallico@su-group.com

Signature of Authorized Signer: 

Date: 6/4/24

EXHIBIT H
NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
See note below	Attachment 1	Ownership Disclosure Form
See note below	Attachment 2	Non-Collusion Affidavit
See note below	Attachment 3	Affirmative Action Affidavit
See note below	Attachment 4	Political Contribution Disclosure Form
See note below	Attachment 5	Stockholder Disclosure Certification
See note below	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
See note below	Attachment 7	New Jersey Business Registration Certification

Note: As SU is already providing Equipment Maintenance Management Programs and Services within the State of NJ, we have completed similar documents earlier this year which can be provided as requested.

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

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

**EXHIBIT H
ATTACHMENT 1**

**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: _____

Address: _____

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| 1. The Company is a Sole Proprietor ; and therefore, no disclosure is necessary.
<small>A sole proprietor is a person who owns an unincorporated business by him/herself.
A limited liability company with a single member is not a Sole Proprietor.</small> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Company is a Corporation, Partnership, or Limited Liability Company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

**EXHIBIT H
ATTACHMENT 1**

Name	Address	Interest

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

**EXHIBIT H
ATTACHMENT 2**

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

State of New Jersey
County of _____

ss:

I, _____ residing in
(name of municipality) (name of affiant)
in the County of _____ and State of _____
_____ of full age, being duly sworn according to law on my oath depose
and say that:

I am _____ of the firm of
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above-named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
_____ relies upon the truth of the statements
contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of firm)

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**EXHIBIT H
ATTACHMENT 3**

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

Company Name: _____

Address: _____

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

Authorized Signature

Printed Name

Title

Date

**EXHIBIT H
ATTACHMENT 3**

**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

EXHIBIT H
ATTACHMENT 3

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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature of Procurement Agent

**EXHIBIT H
ATTACHMENT 4**

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.

EXHIBIT H
ATTACHMENT 4

- 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.**

**EXHIBIT H
ATTACHMENT 4**

**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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

EXHIBIT H
ATTACHMENT 4

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."

**EXHIBIT H
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26**

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	
		Zip:	

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

Signature Printed Name Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**EXHIBIT H
ATTACHMENT 4**

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

**EXHIBIT H
ATTACHMENT 5**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

Partnership
Proprietorship

Corporation

Sole

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

**EXHIBIT H
ATTACHMENT 5**

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

EXHIBIT H
ATTACHMENT 6

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.

**EXHIBIT H
ATTACHMENT 7**

**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](#)