The Regents of University of California

REQUEST FOR PROPOSAL (RFP)

FOR

UC System-wide Fitness Equipment RFP# 002295-DEC2020 Date Issued: 3/4/2021



It is the Supplier's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Suppliers. It is the Suppliers responsibility to watch their e-mail for any addendums, notices, or changes to the RFP or process.

Issued By: The Regents of the University of California

RFP Administrator: Sean Parker, Acting Associate Director

System-wide Procurement Services

Strategic Sourcing

University of California, Office of the President

1111 Franklin Street, 10th Floor Oakland, CA 94607-5200

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

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SECTION I: UNIVERSITY OF CALIFORNIA OVERVIEW

A) Background

The University of California ("UC"), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to excellence in teaching, research, health care and public service. It is a public institution with annual resources of over \$34 billion and encompasses ten campuses, six medical schools and five medical centers, four law schools and a statewide Division of Agriculture and Natural Resources. The University is also involved in the operation and management of three national laboratories for the U.S. Department of Energy.

System-wide management of the University of California is assigned to the Office of the President based in Oakland, California. Its divisions oversee UC's academic mission, budget, external relations, legal matters, and business and financial activities (including the UC Office of the Chief Investments Officer). The University is governed by a Board of Regents consisting of 26 members, 18 of whom are appointed by the Governor for 12-year overlapping terms.

Website: https://www.universityofcalifornia.edu/

Established: 1868

Fiscal Year: 07.01.XX - 06.30.XX

Official incorporated entity: The Regents of the University of California

B) Recreation and Athletic Operations Summary

Each UC Campus has a combination of athletic training facilities and recreation centers dedicated to sports, recreation, and wellness. In addition to students, faculty and staff also participate in programs at these facilities and centers. It is anticipated that use of these facilities will increase which will in turn demand new equipment, maintenance and regular replacement equipment. These facilities manage large areas housing cardio and strength equipment; they allocate additional space to other disciplines including Pilates, yoga, massage, and group fitness.

Fitness equipment is purchased by UC campuses for:

- Replacement equipment for existing equipment that is older or that has a high failure rate
- Additional equipment for existing facilities
- Equipment for new, remodeled, or auxiliary facilities
- New state of the art equipment for athletic focused departments

The current estimated annual spend of UC fitness equipment products is \$1,200,000.00

The above figure is provided as an annual estimate only to assist Suppliers in preparing proposals. The figure provided is indicative of the potential business volume and the complexity of the account. However, the University does not and cannot guarantee any specific quantities or business volume during the agreement period or any extensions thereto.

Currently, most UC locations have a Small Business Program in place for purchasing products and services from small and local businesses. The University will continue purchasing through its current Small Business Programs and these efforts are coordinated at the location level.

Most of the location's central receiving docks can accommodate 45 ft. or larger delivery trucks; buildings without loading docks can accommodate 30-ft. and smaller delivery trucks.

SECTION II: INTRODUCTION TO THE REQUEST FOR PROPOSAL

The University of California's overall objective of the RFP is to select a supplier or suppliers to assist UC in establishing the most cost effective and efficient procurement program for fitness equipment while maintaining high standards of quality and service. With that intent UC is interested in evaluating the costs and benefits of dealer and/or manufacturing partnerships for acquisition of fitness equipment focusing on cardio and strength training to UC locations.

This project was initiated to develop a supplier/UC alliance(s) and implement a UC system-wide program for fitness equipment that will provide maximum value to the University through superior equipment, enhanced variety, superior customer service, streamlined processes, maintenance, and lower total costs.

Qualified original equipment dealers and manufacturers are invited to submit proposals, based on the information provided in this RFP, to establish a business partnership with UC which will maximize the resources of both organizations to most effectively meet the fitness equipment needs of the University of California. The resulting awarded contract will consist of one term of five (5) years with the University's option to renew five, one year extensions after the term is successfully completed (10 years total). The successful Supplier(s) shall be required to meet the requirements listed within this solicitation.

Qualified dealers and manufacturers are understood to have met the following requirements:

Dealers:

Previous experience with university/athlete clientele

Manufacturers:

Previous experience with university/athlete clientele, and

Offer a minimum 5 year warranty on parts, services or a combination thereof

National Contract

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Exhibit A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibit A, B, F, G).

The University of California anticipates spending approximately \$12M over the full potential Master Agreement term for UC System-wide Fitness Equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of UC System-wide Fitness Equipment purchased under the Master Agreement through OMNIA Partners is approximately \$36M. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

SECTION III: PROPOSAL EVALUATION METHODOLOGY

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each Proposal's Price Score will be added to that Proposal's Quality Point Score to get that Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Supplier submitting the Best Value Proposal is responsible. The apparent RFP winner(s) will be the responsible Supplier(s) submitting the Best Value Proposal. The University's selection may be made on the basis of the initial Proposals or the University may elect to negotiate with Suppliers who are selected as finalists. The Evaluation Team may utilize Supplier's Oral Presentations, software demonstrations, additional material information, or References from the Supplier and others to come to a determination of award(s).

The University reserves the right to make evaluation decisions at its sole discretion. In performing its review of proposals, the University reserves the right to obtain and use in its evaluation any independently derived information including, but not limited to, financial reports and secondary customer references.

Right to Cancel/Modify

The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted. The University may also conduct concurrent negotiations with responsible Suppliers for the purpose of altering or otherwise changing the conditions, terms and price of the proposed

contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Suppliers.

Right to Make No Award

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

Minimum Criteria

Proposals will be screened as to whether the following minimum qualifications are met:

- The proposal must be submitted on time.
- The proposal includes all requested documents and has fully answered all required questions.
- Respondents must meet the following minimum criteria:
 - o **DEALERS**:
 - Previous experience with university/athlete clientele with references
 - o MANUFACTURERS:
 - Previous experience with university/athlete clientele with references
 - Offer a minimum 5 year warranty on parts, services or a combination thereof

Evaluation Criteria

Qualification measurements may include, but are not limited to the following:

Dual Category Weighting (Dealer vs. Manufacturer)

Dealer Questionnaire Weighting

Section	Weight
Company Information and Capabilities	10%
Sustainability	15%
Product Overview	35%
Services, Training and Warranties	10%
Pricing – Dealer Specific	30%

Manufacturer Questionnaire Weighting

Section	Weight
Company Information and Capabilities	10%
Sustainability	15%
Product Overview	20%
Services, Training and Warranties	20%
Pricing –Manufacturer Specific	35%

Proposal Acceptance

Proposal must be complete and comply with all specifications and legal requirements set in this Request for Proposal.

The University reserves the right to reject any submittals which are:

- Incomplete or non-responsive
- Late (late proposals are immediately rejected)

If, at any time, it is found that a person, firm or corporation in their response to this RFP, or to which an Agreement has been awarded, has colluded with any other party or parties, the University reserves the right to reject the proposal(s) and/or terminate any Agreement(s) so awarded and all parties involved in the collusion shall be liable to the University for all loss or damages which the University may have suffered.

SECTION IV: RFP SCHEDULE

Event	*Date
RFP Issue Date	3/4/2021 at 5:00PM PST
Supplier RFP Zoom Call Email Sean.Parker@ucop.edu for details	3/18/2021 at 11:00AM PST
Supplier RFP Questions Deadline in CalUSource	3/24/2021 by 5:00PM PST
UC Response to Supplier Questions (distributed to all Suppliers without attribution on CalUSource)	3/31/2021
RFP Responses Due	4/15/2021 by 5:00PM PST
Anticipated Award Date	6/15/2021
Anticipated Start Date	6/16/2021

^{*}The University does not guarantee the above schedule and reserves the right to modify this schedule at its discretion. ****Please mark off calendars***

SECTION V: SUPPLIER REQUIREMENTS

The requirements shown below are essential to the UC for proposal consideration. Supplier's failure to provide or be in compliance with any one or more of the following requirements will negatively impact the evaluation of Suppliers proposal and may result in disqualification. All required documents must be accepted before Suppliers can submit proposals on the CalUSource platform.

While this section may reflect the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different requirements. The awarded Supplier(s) may enter into a supplemental agreement with Participating Public Agencies (PPAs) and PPAs may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

a) The University of California Terms and Conditions of Purchase, dated 2/27/20, as referenced in *Guidelines to this RFP*, will be incorporated into any Agreement that may result from this RFP.

^{**}The UC reserves the right to conduct interviews with some or all of the Supplier's at any point during the evaluation process. While presentations are anticipated for this project, the UC may determine interviews are not necessary. In the even interviews or presentations are conducted, information provided during the interview/presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for the costs associated with the interview process.

- b) The University of California Appendix Data Security and Privacy, dated 8/12/19, as referenced in *Guidelines to this RFP*, will be incorporated into any Agreement that may result from this RFP.
- c) HECVAT example documentation and process acknowledgement
- d) All proposals shall remain available for UC acceptance for a minimum of 180 days following the RFP close date.
- e) While Successful Supplier(s) awarded a national contract shall be required to sign the UC's Master Agreement and OMNIA Partners Administration Agreement, if Respondents have any additional or separate Service Agreements that they would require the UC or Participating Public Agencies to sign, Respondents shall provide those Service Agreements as part of their response. See the referenced question in the Company Information Questionnaire.
- f) No late proposals will be accepted. Any proposals received after the specified deadline for submission shall result in automatic disqualification.

SECTION VI: GENERAL INFORMATION

A. Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda to it, is being issued by the System-wide Procurement Services Department on behalf of The University of California Office of the President. The System-wide Procurement Services Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. System-wide Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Any requests for clarification concerning this RFP must be submitted via the CalUSource

platform, under the Discussion Forum icon



The submission of RFP response, pricing proposal and attachments must be submitted via the CalUsource e-Sourcing application, as further detailed in the "Instructions for Submitting Proposals" below.

Suppliers are advised that failure to adhere to the above communications requirements may result in disqualification.

B. Supplier RFP Zoom Call

Suppliers are welcome to join a **Supplier RFP Zoom call hosted on Thursday, March 18**th **2021, at 11:00am PST.** Please email <u>Sean.Parker@ucop.edu</u> for details and a log in link. This call will review the function of the CalUSource platform and how to submit proposals. While the purpose of this conference will be to clarify the CalUSource platform utilization, any

content questions for this Request for Proposal shall be submitted via the process described below. Oral statements or instructions on the call will not constitute an Addendum to this Request for Proposal.

C. <u>Instructions for Submitting Proposals</u>

Proposals in response to this RFP must be submitted online using the CalUsource e-Sourcing application no later than April 15th, 2021 at 5:00 p.m. (PT).

Please review the <u>CalUSource Resource Guide</u> for any questions regarding operation of the RFP platform and submitting proposals.

Suppliers are to complete the questionnaire sections <u>directly</u> in the CalUSource e-Sourcing application.

****CalUsource requires significant time for accurate data entry. Suppliers are encouraged to review the Resource Guide and familiarize themselves with the process of responding, leaving adequate time to submit the proposal. General information and support is available by email: support@ucprocure.zendesk.com; or, for CalUsource technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.****

Suppliers must provide a complete, straightforward, concise response to all prerequisites, questions and information in the RFP as detailed. **Do not reference previous answers as the submission for questions (i.e. "Please see response to question 5a").** Submission of a proposal via the CalUsource e-Sourcing application confirms Supplier's understanding and acceptance of all requirements, terms, and conditions of the RFP.

Supplier must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.

D. Addenda to the Request for Proposal

Any changes, additions, or deletions to this RFP will be in the form of written Addenda issued by the University of California via email or the CalUsource e-Sourcing application. The University will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda so issued shall become part of this RFP.

E. Supplier Questions

An opportunity to submit questions will be allowed up to 5pm (PT), March 31st, 2021.

Note: All Supplier questions will be shared with all RFP participants, without attribution, on the CalUSource platform under the Discussion Forum icon. Email responses will not be provided.

F. <u>Proposal Acceptance</u>

The proposal must be completed and submitted via the CalUSource e-Sourcing application on the forms provided or in the format indicated herein.

All documents submitted to the UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

G. <u>Proposal Format</u>

Proposals should demonstrate a clear understanding of the Scope of Services and contain a comprehensive discussion of how the Supplier will fulfill the requirements of the Scope of Services, including a discussion of the important features and Supplier attributes, highlighting any aspects, which separate it from its competitors. The UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Supplier submitting a proposal. Additionally, to comprehensively evaluate the proposals received, the UC may seek additional information or clarification from one or more of the Suppliers. Experience with the UC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experiences. The proposal should be submitted using the appropriate response templates provided on CalUSource:

- 1. Company Information Questions
- 2. Sustainability Questions
- 3. Product Overview
- 4. Services, Training and Warranty Offerings
- 5. Pricing (Dealer or Manufacturer)

H. Proposal Preparation Costs

Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentation to UC. If Supplier is apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with the University.

I. <u>Agreement Term</u>

It is anticipated that the initial term of any Agreement awarded pursuant to this RFP will be for a period of five (5) years. UC may, at its option, extend or renew the Agreement for five additional one-year periods on the same terms and conditions. As previously stated, the successful Supplier(s) shall also have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed ten (10) years. Any purchase orders executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

SECTION VII: SCOPE OF SERVICES

Deliverables: Suppliers are to provide responses in the RFP under the following questionnaire categories. The following categories focus on key points in a partnership between a supplier and the UC around fitness equipment purchases and ownership opportunities.

I. Company Information Questions:

Suppliers shall submit responses with information covering general firm structure, financial records, locations for California and national coverage, previous experience and client references.

As detailed in the Company Information Questionnaire, Respondents are to provide a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract which will be utilized in the evaluation process to access the national capabilities of Respondents.

II. Sustainability Questions:

Responses to the sustainability questionnaire should focus on the firm, its processes and products through a sustainability lens. These include employment strategies, business certifications, and operations within the company.

III. Product Overview Questions:

Successful Supplier(s) shall provide products focused on cardio and strength training equipment utilized in recreational and/or high performing athletic gyms. This section covers product offerings, product details, replacement parts and customization.

IV. Services, Training and Warranties Questions:

Suppliers are asked to detail their service, training and warranty options available to the UC or a Participating Public Agency. Questions focus on available resources for service, education, warranty terms and logistics.

V. Pricing:

The successful Supplier(s) shall provide a complete set of pricing information for the products under the categories "Cardio Equipment" and/or "Strength Training Equipment". These pricing questions are broken into two modules focused on Dealer or Manufacturer business structures. The pricing schedule supplied shall reflect "National" pricing, regardless of participating campuses or participating Public Agencies. The prices quoted in the proposal response by the successful Supplier(s) shall be the UC net price for the various services/materials. For items in the bid pricing submitted, there shall be no separate or additional charges, fees, handling or other incidental costs following contract

award; Participating Public Agencies may make exceptions to this based on their own circumstances.

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Product Offering/Balance of Line Pricing

Pricing for complete product offering/balance of line items will be determined by a percentage discount off retail. The pricing percentage discount offered must be entered in the Pricing section of the Supplier's response.

SECTION VIII: QUESTIONNAIRE(S)

Refer to the CalUsource e-Sourcing application to complete the Questionnaire section(s) of the proposal.

There are five (5) questionnaire categories that need to be completed in total. **Dealers and Manufacturers**, please select and submit the pricing module questionnaire that best reflects your firm's designation.

- 1. Company Information Questions
- 2. Sustainability Questions
- 3. Product Overview Questions
- 4. Services, Training and Warranty Offerings
- FOR MANUFACTURERS Pricing FOR DEALERS – Pricing

All questions must be answered as part of the proposal. If the response requires an attachment (do not submit sales brochures), add the attachments in the question directly or the Attachment Section of the CalUsource eSourcing tool and reference the question number in the title of the document.

Suppliers shall respond to the aforementioned questionnaires in order to be considered for evaluation. Failure to answer the following questions could result in disqualification.

SECTION IX: ATTACHMENTS

- 1. UC Terms and Conditions of Purchase dated 2-27-20
- 2. UC Required Supplier Information dated 8-5-19
- 3. UC Appendix Data Security and Privacy dated 4-12-19
- 4. HECVAT Example Documents
- 5. Supplier Bidding Guide for CalUSource
- 6. _Omnia Partners Exhibit Descriptions for CalUSource
- 7. Omnia Partners Exhibit A Response for National Cooperative Contract
- 8. Omnia Partners Exhibit B Administration Agreement Example
- 9. Omnia Partners Exhibits C Master Intergovernmental Cooperative Purchasing Agreement Example
- 10. Omnia Partners Exhibit D Principal Procurement Agency Certificate Example
- 11. Omnia Partners Exhibit E Contract Sales Reporting Template
- 12. Omnia Partners Exhibit F Federal Funds Certifications Form
- 13. Omnia Partners Exhibit G New Jersey Compliance Form
- 14. Omnia Partners Exhibit H Advertising Compliance Requirement

INSTRUCTIONS

Questionnaire (Illustration)

Refer "Questionnaire(Illustration)" sheet for examples of "Creating new question" and "Updating an existing question".

Do not modify any content in this sheet

Questionnaire Creation

To create "New Questionnaire", copy sheet "Template" which consists of needed format to create questions

Question Creation

Provide the Sequence Number, Question Title, Question Response Type, Response Options and its corresponding settings

The Sequence Number is used to define the order in which Question should appear in Application. It must be Unique for each Question

Unsupported Questions

Unsupported Question for Creation in excel - Matrix of Radio Button, Matrix of Check Box, Matrix of Drop Down, Table Type, Combination Matrix"

Above Question Response type if created on SMART can be exported. Any update apart from "Response Options" can be done on excel and uploaded on Application

Conditional Question Creation : 2

If a question must be displayed conditional to the answer provided for a question, then follow below steps for capturing it.

STEP 1: Create question to be displayed conditionally.

STEP 2: Enter Question Number for which question should be displayed, under "Conditional to Question Number" and Answer option under "Conditional to Response Option" to which the question must be displayed conditionally.

Section Creation : 2

Provide Section title under "Question Title" column

To Provide description, "Insert Comment" against respective Section Title

Attachment Addition : 2

Attachments if uploaded against a question, will have unique attachment ID in "Attachment Reference" sheet

In order to re-upload existing attachment to some other question, specify Attachment ID (available in Attachment Reference sheet) under "Attachment ID" column of respective Questionnaire sheet

Note: At max 20 Questionnaire can be uploaded on Application

Refer this sheet for reference of creating or updating each question response type and it's attributes. Do not modify any details in this sheet

Questionnaire Name: * Questionnaire Name 1

Questionnaire Type: Tehnical/Commercial

Questionnaire Description: Questionnaire Name 1 Description

* SEQUENCE NUMBER	* QUESTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	* MANDATORY	INFORMATIVE	ACCEPTABLE/UN-ACCEPTABLE	SCORE	WEIGHT	* ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER	CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID
1	Question Title for Question Number 1. An asterisk indicates mandatory question. This is a sample single line text question?*	Free Form - Single Line Text		No	Yes			10.	00% No			
2	Question Title for Question Number 2. An asterisk indicates mandatory question. This is a multiline text type question?*	Free Form - Multi Line Text		No	Yes			9.	00% No			3781527152780, 3781527152781
3	Question Title for Question Number 3. An asterisk indicates mandatory question. This is a Rich text type question?*	Free Form - Rich Text		No	Yes			5.	00% No			3781527152781
4	Question Title for Question Number 4. This is a sample radio button type question?	Radio Button - Single Answer	Option 1	No	Yes		1.00	4.	00% No			
4		Radio Button - Single Answer	Option 2	No	Yes		2.00	4.	00% No			
4	Question Title for Question Number 4. This is a sample radio button type question?	Radio Button - Single Answer	Option 3	No	Yes		3.00	4.	00% No			
5	Question Title for Question Number 5. This is a sample drop down type question?	Drop Down	Option 1	No	Yes		1.00	5.	00% No	4	Option 1	
5	Question Title for Question Number 5. This is a sample drop down type question?	Drop Down	Option 2	No	Yes		2.00	5.	00% No	4	Option 1	
5	Question Title for Question Number 5. This is a sample drop down type question?	Drop Down	Option 3	No	Yes		3.00	5.	00% No	4	Option 1	
6	Question Title for Question Number 6. This is a sample multi-select check box type question?	Check Boxes - Multiple Answer	Option 1	No	Yes		1.00	6.	00% No	4	Option 2	
6	Question Title for Question Number 6. This is a sample multi-select check box type question?	Check Boxes - Multiple Answer	Option 2	No	Yes		2.00	6.	00% No	4	Option 2	
6	Question Title for Question Number 6. This is a sample multi-select check box type question?	Check Boxes - Multiple Answer	Option 3	No	Yes		3.00	6.	00% No	4	Option 2	
7	Question Title for Question Number 7. This is a sample list box type question?	List Box	Option 1	No	Yes		1.00	7.	00% No	4	Option 3	
7	Question Title for Question Number 7. This is a sample list box type question?	List Box	Option 2	No	Yes		2.00	7.	00% No	4	Option 3	
7	Question Title for Question Number 7. This is a sample list box type question?	List Box	Option 3	No	Yes		3.00	7.	00% No	4	Option 3	
8	Question Title for Question Number 8. This is a sample date - time type question? (Insert the download date - time stamp in the Supplier response cell)	Date/Time		No	Yes			8.	00% No			
9	Question Title for Question Number 9. This is a sample Attachment type question?	Attachment Only		No	Yes			9.	00% No			
10	Question Title for Question Number 10. This is a sample matrix of text fields type question?	provide response option in	72835625362	No	Yes			10.	00% No			
11	Question Title for Question Number 11. This is a sample matrix of radio buttons type question?	application. Matrix of Radio Button- This question type is not supported on the Excel file. You must provide response option in application.	72835625363	No	Yes		1.00	11.	00% No			
12	Question Title for Question Number 12. This is a sample matrix of check boxes type question?	Matrix of Check Box - This question type is not supported	72835625364	No	Yes		1.00	12.	00% No			
13	Question Title for Question Number 13. This is a sample matrix of drop down type question?	Matrix of Drop Down- This question type is not supported	72835625365	No	Yes		3.00	13.	00% No			
14	Question Title for Question Number 14. This is a sample table type question?	Table Type Question - This question type is not supported	72835625366	No	Yes		4.00	13.	00% No			

*Questionnaire Name:

Questionnaire Type:

Technical

Questionnaire Description:

* SEQUENCE NUMBER	* QUESTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE	SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER	CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID

*Questionnaire Name: Company Information

Questionnaire Type: Commercial

Questionnaire
Description:

General company information

* SEQUENCE NUMBER		* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID
	General Company Information	Section Multiplica Tout		V	Was .		NI-	NI -		
	Full name; Legal and Trade Name	Free Form - Multi Line Text		Yes	Yes		No	No		
	AuthorizedNegotiator(nameandemail addressofaperson(s)inyourorganizationauthorizedto negotiate contract terms and render binding decisions on contract matters)	Free Form - Multi Line Text		Yes	Yes		No	No		
	Address	Free Form - Multi Line Text		Yes	Yes		No	No		
	Phone Number & Fax Number	Free Form - Multi Line Text		Yes	Yes			No		
	Website Address	Free Form - Multi Line Text		Yes	Yes		No	No		
	Parent Company (if operating as a subsidiary or affiliate) Indicate Entity Type; partnership, corporation, individual, etc.	Free Form - Multi Line Text Free Form - Multi Line Text		Yes Yes	Yes Yes		No No	No No		
	Public or Private Company	Free Form - Multi Line Text		Yes	Yes			No		
	Date Company Founded	Free Form - Multi Line Text		Yes	Yes		No	No		
	State of Incorporation or Formation	Free Form - Multi Line Text		Yes	Yes		No	No		
2	List of branch offices or other subordinate elements that will perform or assist in performing work herein	Free Form - Multi Line Text		Yes	Yes		No	Yes		
3	Do you intend to use subcontractors? If yes, provide the name, address, and phone number of any subcontractor that you will obtain via contract to perform any portion of work proposed in this RFP.	Free Form - Single Line Text		Yes	Yes		No	Yes		
4	Do you require background checks of subcontractors? Whattraining do you provide to these subcontractors?	Free Form - Single Line Text		No	No	25.000%	No	No		
	Operational Company Information	Section								
	Do you outsource any administrative services to a third-party provider?If so, provide	Free Form - Multi Line Text		Yes	Yes		No	No		
/	Submit audited financial statements for the past two (2) years in order to establish	Free Form - Multi Line Text		Yes	Yes		No	Yes		
	financial viability. Provide your organization's Dun and Bradstreet (DUNS) number.	Free Form - Single Line Text		Yes	Yes			No		
	Has your organization experienced recent merger or acquisition activity, or has any such	Single Line Text								
9	pending activity been publicly disclosed? If so, describe, specifically addressing any reorganization or operational changes that would affect your product or services.	Free Form - Multi Line Text		Yes	Yes		No	No		
0	Are there any recent or anticipated changes in your organizational structure (e.g. key personnel, consolidation of operations, new service centers) that would impact UC. Include a project plan and timeline if applicable.	Free Form - Multi Line Text		Yes	Yes		No	Yes		
21	Is any litigation pending against your organization?If so, give details.	Free Form - Multi Line Text		Yes	Yes		No	No		
7	Has your company ever filed for bankruptcy? If so, when and what is the current status of	Free Form - Multi Line Text		Yes	Yes		No	No		
	your filing? Provide the following information relative to your current Book of Business: A.) Total Clients	Free Form - Multi Line Text		Yes	No		No	No		
	B.)Total Clients with similar size as the UC Describe your company experience with customers in Higher Education and/or academic									
	medical centers. Please also reference your experience withPower 5, collegiate athleticsprograms.	Free Form - Multi Line Text		Yes	No	25.000%	No	No		
25	Summarize in 500 words or less the following: why you are a match for UC, how are you a match for other Participating Public Agencies, and why UC should select your organization over your competitors. Emphasize how you are different from your competitors.	Free Form - Multi Line Text		Yes	Yes		No	No		
26	If Supplier is a current or previous UC Service Provider, give the agreement term dates, agreement number, contracting department, services provided and agreement revenue of agreement(s) for the prior five (5) years.	Free Form - Multi Line Text		Yes	Yes		No	No		
7	Provide the primary contact information for the person responsible for your proposal. Include name, title, address, phone number, and email address.	Free Form - Multi Line Text		Yes	Yes		No	No		
8	Are any of the members of your Board of Directors, officers, employees, or consultants affiliated with UC?If so, describe the relationship. Are any of these individuals responsible, in whole or in part, for the preparation of your proposal or would they have any decision-	Free Form - Multi Line Text		Yes	Yes		No	No		
	making role if your company were awarded the bid? Provide three (3) current client references and two (2) terminated client									
	references. Provide the company name, individual name, title and contact information, and the dates the client is/was active. Priority should be given to California clients. Have you provided a detailed response to the national program (Omnia Exhibit A)?	Free Form - Multi Line Text		Yes	Yes		No	Yes		
	Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products	Radio Buttons - Single								
30	and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.		Yes	Yes	Yes		No	No		
	Have you provided a detailed response to the national program (Omnia Exhibit A)? Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products	Radio Buttons - Single								
0	and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.	Answer	No	Yes	Yes		No	No		
1	should include any proposed exceptions to the OMNIA Partners Administration	Check Boyes - Multiple	Yes	Yes	Yes		No	No		
1	Agreement. Have you reviewedOmnia Partners Exhibit B?The Successful Supplier(s) will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration	Check Boxes - Multiple	No	Yes	Yes		No	No		
	Agreement. Does your firm have additional or separate Service Agreements that are required for the UC or Participating Public Agencies to sign? If so, please attach those documents for	Free Form - Single Line Text		No	No	0.000%	No	Yes		
	review.	rice roim - single tine text		INU	IVU	0.000/0	INO	163		

expanded plastic foam hybrids) other than those used for medical or laboratory supply, by Free Form - Multi Line Text

2020. Please describe your company's current utilization of these materials in its packaging, and how your company will assist the University in achieving this goal.

*Questionnaire Name: Sustainability
Questionnaire Type: Technical

Questionnaire Description:

22

* SEQUENCE NUMBER	* QUESTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE	SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER	CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID
1	Company Information	Section						ONACCE TABLE				
		Check Boxes - Multiple	Small Business	N.	N.	0	F F C F 0 /	NI.	V			22.465
2	MBE, VBE, or DVBE? Please submit requisite certification documentation.	Answer	Enterprise (SBE)	No	No		5.565%	No	Yes			23465
	Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE,	Check Boxes - Multiple	Disadvantaged			0						
)	MBE, VBE, or DVBE? Please submit requisite certification documentation.	Answer	Business Enterprise	No	No		5.565%	No	Yes			23465
	Wibe, Vbe, or bybe: Ficuse submit requisite certification documentation.	Allswei	(DBE)									
	Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE,	Check Boxes - Multiple	Women-owned			0	E E C E O (.,			22465
	MBE, VBE, or DVBE? Please submit requisite certification documentation.	Answer	Business Enterprise	No	No		5.565%	No	Yes			23465
	Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE,	Check Boxes - Multiple	(WBE)			0						
	MBE, VBE, or DVBE? Please submit requisite certification documentation.	Answer	Minority Business Enterprise (MBE)	No	No	U	5.565%	No	Yes			23465
			Veteran-owned			0						
		Check Boxes - Multiple	Business Enterprise	No	No	·	5.565%	No	Yes			23465
	MBE, VBE, or DVBE? Please submit requisite certification documentation.	Answer	(VBE)									
	Is your company cortified in the State of Colifornia or other LLC State as a SDE DDE WDE	Charle Dayes Multiple	Disabled Veteran-			0						
	Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, or DVBE? Please submit requisite certification documentation.	Check Boxes - Multiple	owned Business	No	No		5.565%	No	Yes			23465
		Answer	Enterprise (DVBE)									
		Check Boxes - Multiple	Other	No	No	0	5.565%	No	Yes			23465
	MBE, VBE, or DVBE? Please submit requisite certification documentation.	Answer	o ti i ci		110		3.30370	110	100			23 103
	Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or	Radio Buttons - Single	Yes	No	No	0	5.555%	No	No			
	equivalent?	Answer Single				0						
	Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or	Radio Buttons - Single	No	No	No	U	5.555%	No	No			
	equivalent? Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or	Answer Radio Buttons - Single				0						
	equivalent?	Answer	In Progress	No	No		5.555%	No	No			
	·	Free Form - Single Line Text		No	Yes			No	No	3	Yes	
	Please provide an information link. If not publicly available, please provide a copy with									2		
	your response.	Free Form - Multi Line Text		No	Yes			No	Yes	5	Yes	
	How do you monitor/manage your supply chain to ensure that suppliers/providers comply	Free Form - Multi Line Text		No	No		5.555%	No	No			
	with and support your CSR efforts?	I I I I I I I I I I I I I I I I I I I					2.2207					
	Describe how your company supports its employees by providing living wages and	Free Form - Multi Line Text		No	No		5.555%	No	No			
	benefits. Describe your employee healthcare and other benefits provided to your employees.	Free Form - Multi Line Text		No	No		C CCC0/	No	No			
	Does the company engage only contractors/business partners which adhere to all	rree rorm - Multi Line Text		NO	No		5.555%	No	INO			
	applicable local, state and federal labor and employment requirements relating to, e.g.,											
	wage payment, anti-discrimination/harassment, equal opportunity, family and medical	Free Form - Multi Line Text		No	No		5.555%	No	No			
	leave, and other applicable provisions?											
	Does your company maintain clear diversity goals, such as with regard to women,											
)	veterans, and minorities, and engage in active diversity efforts toward recruitment and	Froe Form Multiline Tout		No	No		F FFF0/	No	No			
	retention as well as development and advancement? Please provide at least two	Free Form - Multi Line Text		No	No		5.555%	No	NO			
	examples.											
	Describe in general terms how your company supports your local community and regional											
	businesses and markets. Provide documents, when available, such as your company's	Free Forms Cincle Line Tout		Na	NI		F FFF0/	NI	Nia			
L	economic policies, specific examples outlining past activities, or other information that	Free Form - Single Line Text		No	No		5.555%	No	NO			
	describes your company's commitment to supporting these economies.											
	What percentage products and services for the company's operation do small and diverse											
2	suppliers provide?	Free Form - Multi Line Text		No	No		5.555%	No	No			
	Please provide a detailed description of all small and diverse business classifications you											
3	track (examples include: Small Business Enterprises, Disadvantaged Business Enterprises,	Free Form - Multi Line Text		No	No		5.555%	No	No			
•	Women-owned Business Enterprises, Service Disabled Veteran-owned Business	rice roini - ividiti Line rext		NO	INO		3.333/6	INO	NO			
	Enterprises, etc.).											
	•	Section										
	Describe specifically how your company will incorporate environmentally conscious	Froe Form Multiline Text		No	No		F FFF0/	No	No			
;		Free Form - Multi Line Text		No	No		5.555%	No	INO			
	these results will be reported to the UC. Does your company responsibly dispose of old equipment and electronics at the end of its					0						
	useful life (i.e., through an e-Steward certified recycling partner, self performed recycling	Radio Buttons - Single	Yes	No	No	J	5.555%	No	No			
	measures)?	Answer					3.33370					
	Does your company responsibly dispose of old equipment and electronics at the end of its	Dedie Dutte C' . !				0						
5	useful life (i.e., through an e-Steward certified recycling partner, self performed recycling		No	No	No		5.555%	No	No			
	measures)?	Answer										
1	Describe your company's ability to reduce impacts from travel and meetings as part of	Free Form - Multi Line Text		No	No		5.555%	No	No			
	service delivery.						3.33370					
{	Does your company have a sustainable travel policy that encourages or requires using the		Yes	No	No	U	5.555%	No	No			
	lowest impact transport method when multiple options are available? Does your company have a sustainable travel policy that encourages or requires using the	Answer Radio Buttons - Single				0						
	lowest impact transport method when multiple options are available?	Answer	No	No	No	U	5.555%	No	No			
	Does your company have a sustainable travel policy that encourages or requires using	Radio Buttons - Single	V	N.		0	E ====:/		N			
	public transportation, bicycling, or walking for short-distance trips?	Answer	Yes	No	No		5.555%	No	No			
	Does your company have a sustainable travel policy that encourages or requires using	Radio Buttons - Single	No	No	No	0	5.555%	No	No			
	public transportation, bicycling, or walking for short-distance trips?	Answer	INO	INO	INU		3.33370	INO	INO			
	Does your company provide subsidized public transportation options for all employees, as											
)	well as incentivize and facilitate employee participation in other alternative forms of work	Free Form - Multi Line Text		No	No		5.555%	No	No			
	commuting such as membership in bike-shares, free bicycle parking and shower/locker				_			-				
	facilities, etc.? Is your company an EPA registered SmartWay Partner or Affiliate											
	(https://www.epa.gov/smartway/meet-smartway-partners-and-affiliates), or do you work	Free Form - Single Line Tevt		No	No		5.555%	No	No			
	with companies who are registered? Provide a link certifying your affiliation.	Jingie Line Text					3.33370					
	The UC has a ban on the procurement of expanded plastic foam materials (such as											
	Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane and											
2	expanded plastic foam hybrids) other than those used for medical or laboratory supply, by	Free Form - Multi Line Text		No	No		5.555%	No	No			

5.555%

*Questionnaire Name: Product Overview

Questionnaire Type: Technical

Questionnaire Description:

Questions focused on product offering, specifications, as well as pricing.

SEQUENCE NUMBER	* OUFSTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE	SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID
	0	Answer	Recreation/General Fitness Focus	No	No	3	6.250%	No	No		
	performing athletes or both?	Check Boxes - Multiple Answer	High Performing Athlete Focus	No	No	3	6.250%	No	No		
	performing athletes or both?	Check Boxes - Multiple Answer	Both	No	No	5	6.250%	No	No		
	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms, high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both column.	Matrix Of Text Fields - This question type is not supported on the Excel file. You must provide response option in application	6022b54cd81fcb2a 448d2b29	No	No	This question type is not supported on the Excel file. You must provide scores in application	6.250%	No	No		
		Check Boxes - Multiple Answer	Percentage discount off list	No	No	1	6.250%	No	No		
		Check Boxes - Multiple Answer	Catalog style, discounted pricing, with retail listed along side	No	No	1	6.250%	No	No		
		Check Boxes - Multiple Answer	A mixture of percentage discount and catalog specific pricing	No	No	1	6.250%	No	No		
	What gauge steel do your products utilize for strength training equipment?	Free Form - Single Line Text	pricing	No	No		6.250%	No	No		
		Free Form - Single Line Text		No	Yes			No	No		
		Free Form - Single Line Text		No	Yes			No	No		
	Are there any product lines in your portfolio that the University should be aware of with	Free Form - Single Line Text		No	No		6.250%	No	No		
	What specifications with your product offeringshave provided notential ownership	Free Form - Single Line Text		No	No		6.250%	No	No		
		Free Form - Single Line Text		No	No		6.250%	No	No		
	Dueto varying campus constraints in the UC system, can all of your equipment offerings	Free Form - Single Line Text		No	No		6.250%	No	No		
	For equipment with padding or cushions, how often do those pieces need to be replaced?	Free Form - Single Line Text		No	No		6.250%	No	No		
		Free Form - Single Line Text		No	No		6.250%	No	No		
		Free Form - Single Line Text		No	No		6.250%	No	No		
	For those highest selling units, what are their respective life cycles for ownership (in years)?	Free Form - Single Line Text		No	No		6.250%	No	No		
	What recommendations do you have for UC when evaluating similar equipment that your competitors may offer?	Free Form - Single Line Text		No	No		6.250%	No	No		
	When technology is present, does your product offering have a remote, over-the-air	Free Form - Single Line Text		No	No		6.250%	No	No		
	What types of ancillary costs have come up for your clients in your firm's experience	Free Form - Single Line Text		No	No		6.250%	No	No		
	What products in your offering are customizable to client needs? Provide a count of models and options that are typically customized.	Free Form - Single Line Text		No	No		6.250%	No	No		

*Questionnaire Name: Service, Training and Warranty Offerings

Questionnaire Type: Commercial

Questionnaire Description:

Questions focused on firm's ability to provide equipment timely, service equipment, offer client training and warranty products.

SEQUENCE NUMBER	* QUESTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE	SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER RESPONSE OPTION	ATTACHMENT ID
	lemnlovees in volir company or assigned dealers, both in the sales and service areas?	Free Form - Single Line Text		No	No		5.565%	No	No		
	What product-specific training is offered to your employees or assigned dealers when they begin working with your organization?	Free Form - Single Line Text		No	No		5.555%	No	No		
	What product-specific training is offered to clients for new product introductions? Would demonstration periods be included with this training?	Free Form - Single Line Text		No	No		5.555%	No	No		
	Describe the on-site training available to UC employees upon delivery of new equipment. (Representative-conducted training sessions, videos, on-line training, manufacturer training, manuals, etc.)	Free Form - Single Line Text		No	No		5.555%	No	No		
	What are your firm's expectations of UC employees who will be responsible for operating and maintaining your brand's equipment?	Free Form - Single Line Text		No	No		5.555%	No	No		
	Are there any technological or structural requirements of the buildings your equipment will be placed in? Such requirements could be reinforced foundations, high impact flooring, high-speed internet access (please state hardwire or wifi requirements), or others the UC should be aware of. Responses do not have to be model specific (i.e. "All equipment requires WiFi access").	Free Form - Single Line Text		No	No		5.555%	No	No		
	What is your company's process for coordinating the repair of equipment still under warranty?	Free Form - Single Line Text		No	No		5.555%	No	No		
		Free Form - Single Line Text		No	No		5.555%	No	No		
	What is the timeline for replacement equipment that fails under normal operating conditions? What factors contribute to these timelines?	Free Form - Multi Line Text		No	No		5.555%	No	No		
)	Does your firm offer an on site parts library for all equipment in your portfolio, thata self maintaining department could utilize? If yes, please describe that system.	Free Form - Single Line Text		No	Yes			No	No		
	It is required that your firm (either direct or via manufacturer) provide a minimum 5 year warranty on your equipment. What are the requirements around that warranty?	Free Form - Single Line Text		No	No		5.555%	No	No		
	Is your firm willing to negotiate at a department level on warranty and servicing options?	Check Boxes - Multiple Answer	Yes	No	No	5	5.555%	No	No		
	Is your firm willing to negotiate at a department level on warranty and servicing options?	Check Boxes - Multiple Answer	No	No	No	1	5.555%	No	No		
	Does your company offer a trade-in or buy back program?	Radio Buttons - Single Answer	Yes	No	No	1	5.555%	No	No		
	Does your company offer a trade-in or buy back program?	Radio Buttons - Single Answer	No	No	No	1	5.555%	No	No		
		Free Form - Single Line Text		No	Yes			No	No	13 Yes	
	programs provided under the Sustainability Category or whether this is a separate process.	Free Form - Single Line Text		No	No		5.555%	No	No		
)	for quick snip?	Free Form - Single Line Text		No	No		5.555%	No	No		
	of information is included in your business reviews.	Free Form - Single Line Text		No	No		5.555%	No	No		
	certifications focused on user training or maintenance training?	Free Form - Single Line Text		No	No		5.555%	No	No		
		Free Form - Single Line Text		No	No		5.555%	No	No		
	What type of product delivery logistics does your firm utilize?	Free Form - Single Line Text		No	No		5.555%	No	No		

*Questionnaire Name: FOR MANUFACTURERS- Pricing

Questionnaire Type: Commercial

Questionnaire Description:

Detailed pricing or simple discount off list for products and services

* SEQUENCE NUMBER	* QUESTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE	SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER	CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID
1	If submitting product specific pricing, please provide a listing of retail and discounted pricing offered for each piece of equipment under the scope of this RFP (Cardio and Strength Training Equipment). Your firm can choose to offer a contracted price ORacontracted percent discount.**If preferred, please upload a document showing listed pricing for each piece of equipment.**	Table Type Question - This question type is not supported on the Excel file. You must provide response option in application	602f1c62c9c16c1b dc0f18c0	No	No	This question type is n	12.500%	No	Yes			
2	If providing a percent (%) discount off retail, please state the discount in general or by specific category listed below.	Table Type Question - This question type is not supported on the Excel file. You must provide response option in application	602f1c62c9c16c1b dc0f18c1	No	No	This question type is not supported on the Excel file. You must provide scores in application	12.500%	No	No			
3	Detail the various types of warranties and flexibility you've offered other clientswith their respective pricing models or if they are included with the purchase (i.e. full parts and service for 5 years, 3 year parts - 2year service, 5 year parts with no service). Warrantyprograms should offer a 5 year minimum term.	Free Form - Multi Line Text		No	No		12.500%	No	No			
4	Please list the services your firm can offer in regards toownership of your equipment (cleaning, maintenance, training) and pricing listed along side the offering (mention if already included with purchase).	Free Form - Multi Line Text		No	No		12.500%	No	No			
5	If your firm is able to provide a "Balance of Line or Total Catalog" offering, what other value add services does your firm offer outside of cardio and strength training equipment? Please provide a list of products, services and associated percentage discount if applicable			No	No		12.500%	No	Yes			
6	Does your firm provide a tiered discount structure to incentivize sales growth? If so, please describe below how that tiered structure would look and if it is based off UC System-wide spend or client specific.	Free Form - Multi Line Text		No	No		12.500%	No	No			
7	Please list any additional discounts, rebates or credits you can offer. Examples could bebusiness volume, managing the business process, large orders, single location, growth, annual spend, guaranteed quantity, etc.	Free Form - Single Line Text		No	No		12.500%	No	No			
8	Are there any programs your firm offers that can increase discounts for UC purchases that havent been referenced previously in this RFP?	Free Form - Single Line Text		No	No		12.500%	No	No			

*Questionnaire Name: FOR DEALERS - Pricing

Questionnaire Type: Commercial

Questionnaire Description:

Detailed pricing or simple discount off list for products and services

* SEQUENCE NUMBER	* QUESTION TITLE	* QUESTION RESPONSE TYPE	RESPONSE OPTIONS	MANDATORY	INFORMATIVE	SCORE	WEIGHT	ACCEPTABLE AND UNACCEPTABLE	ENABLE SUPPLIER ATTACHMENT	CONDITIONAL TO QUESTION NUMBER	CONDITIONAL TO RESPONSE OPTION	ATTACHMENT ID
1	If submitting product specific pricing, please provide a listing of retail and discounted pricing offered for each piece of equipment under the scope of this RFP (Cardio and Strength Training Equipment). Your firm can choose to offer a contracted price or acontracted percent discount.**If preferred, please upload a document showing listed pricing for each piece of equipment.**	Table Type Question - This question type is not supported on the Excel file. You must provide response option in application	60382b81356d680 a8410c598	No	No	This question type is no	12.500%	No	Yes			
2	If providing a percent (%) discount off retail, please state the discount in general or by specific category listed below.	Table Type Question - This question type is not supported on the Excel file. You must provide response option in application	60382b81356d680 a8410c599	No	No	This question type is not supported on the Excel file. You must provide scores in application	12.500%	No	No			
3	Please provide a list of OEM equipment manufacturers that you partner with regularly. Please also provide a list and designate frequency of suppliers you have worked with in the past, but not regularly.	Free Form - Single Line Text		No	No		12.500%	No	No			
4	Please list the services your firm can offer in regards toownership of your equipment (cleaning, maintenance, training) and pricing listed along side the offering (mention if already included with purchase).	Free Form - Multi Line Text		No	No		12.500%	No	No			
5	If your firm is able to provide a "Balance of Line or Total Catalog" offering, what other value add services does your firm offer outside of cardio and strength training equipment? Please provide a list of products, services and associated percentage discount if applicable.			No	No		12.500%	No	Yes			
6	Does your firm provide a tiered discount structure to incentivize sales growth? If so, please describe below how that tiered structure would look and if it is based off UC System-wide spend or client specific.	Free Form - Multi Line Text		No	No		12.500%	No	No			
7	Please list any additional discounts, rebates or credits you can offer. Examples could bebusiness volume, managing the business process, large orders, single location, growth, annual spend, guaranteed quantity, etc.	Free Form - Single Line Text		No	No		12.500%	No	No			
8	Are there any programs your firm offers that can increase discounts for UC purchases that havent been referenced previously in this RFP?	Free Form - Single Line Text		No	No		12.500%	No	No			

Refer this sheet for identifying attachment name against each Attachment ID

Questionnaire Name	Attachment ID	Attachment Name
Sustainability	23465	23466

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for UC System-wide Fitness Equipment. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$36M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating 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 list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a.	Minority Women Business Enterprise						
	☐ Yes ☐ No						
	If yes, list certifying agency:						
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)						
	Yes No						
	If yes, list certifying agency:						
c.	Historically Underutilized Business (HUB) Yes No If yes, list certifying agency:						
d.	Historically Underutilized Business Zone Enterprise (HUBZone)						
	Yes No If yes, list certifying agency:						
e.	Other recognized diversity certificate holder						
	☐ Yes ☐ No						
	If yes, list certifying agency:						

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
 - I. Describe how supplier differentiates itself from its competitors.
 - J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
 - K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
 - L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. 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 primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-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, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support

- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier 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.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

.00 in year one .00 in year two .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though 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.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. 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 OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

THIS ADMINISTRATION AG	GREEMENT (this " <u>Ag</u> r	reement") is made this	day of	20, betwee	en
National Intergovernmental Purchasing	Alliance Company, a D	elaware corporation d/b/s	a OMNIA Parti	ners, Public Sect	or
("OMNIA Partners"), and	("Supplier").				
	RECITA	LS			
WHEREAS, the	(the "Prince	cipal Procurement Age	ncy") has ente	red into a Mast	er
Agreement effective	, Agreement No	, by and between th	e Principal Pro	curement Agenc	ΣУ
and Supplier, (as may be amended from	time to time in accorda	nce with the terms thereo	of, the "Master	· Agreement"),	as
attached hereto as Exhibit A and incorp	porated herein by refere	ence as though fully set	forth herein, fo	or the purchase	of
(the	"Product");			•	
NAMED DAG 11 M . A		11 1.11	1 1.		

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

OMNIA PARTNERS EXHIBITS EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

OMNIA PARTNERS EXHIBITS EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

NATIONAL PROMOTION

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA

OMNIA PARTNERS EXHIBITS EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners Attn: President 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

В.	Supp	olier:		

- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

OMNIA PARTNERS EXHIBITS EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR
Signature	Signature
	Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP EXHIBIT A TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP EXHIBIT B TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners") to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

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

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPQ") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP EXHIBIT B TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING

CORPORATION D/B/A OMNIA PARTNERS, PUBLIC

ALLIANCE COMPANY, A DELAWARE

SECTOR AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature
Signature
Sarah E. Vavra

Name
Name
Sr. Vice President, Public Sector Contracting
Title and Agency Name

Date

Date

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP EXHIBIT C TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

	OMN PARTNE	$Ioldsymbol\Delta^{ ext{ iny 8}}$	Supplier Name:		Total Sales											
	ノロマロコ	I/\	Contract Number:		Admin Fee %											
F	PARTNE	R S	Reporting Period:		Total Admin Fee	\$0.00							FC	R OM	NIA USE	ONLY
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Nam
												_				-
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ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP EXHIBIT D TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Instructions for Providing Payments

• All payments are to be made as follows. ACH payments are preferred.

ACH Instructions

ACH Information For: OMNIA Partners, LLC

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362675998

Regular, Courier or Delivered Mail for Checks

OMNIA Partners ATTN: Controller 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

• Please email any questions regarding payments to <u>accounting@omniapartners.com</u>.

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners") to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "<u>Master Agreements</u>" (herein so called) to provide a variety of goods, products and services ("<u>Products</u>") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

OMNIA PARTNERS EXHIBITS EXHIBIT D - PRINCIPAL PROCUREMENT AGENCY CERTIFICATE EXAMPLE FOR UCOP

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

1 1	ment Agency (as defined below) for National
•	pany, a Delaware corporation d/b/a OMNIA Partners,
	E OF PPA] agrees to pursue Master Agreements for
Products as specified in the attached Exhibits	to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as	of and on behalf of [NAME OF PPA]
("Principal Procurement Agency"), that I	have read and hereby agree to the general terms and
	tergovernmental Cooperative Purchasing Agreement
regulating the use of the Master Agreements	and purchase of Products that from time to time are
	gencies to Participating Public Agencies nationwide
through OMNIA Partners.	
I understand that the purchase of one or a	more Products under the provisions of the Master
Intergovernmental Cooperative Purchasing A	greement is at the sole and complete discretion of the
Participating Public Agency.	
Authorized Signature, [PRINCIPAL PROCU	REMENT AGENCY
<i>C</i> , <i>L</i>	
Signature	
Name	
Title	
Date	

OMNIA PARTNERS EXHIBITS EXHIBIT E – CONTRACT SALES REPORTING TEMPLATE

	N 48 I	I A ®	0 l' N		T-1-10-1											
		IΔ	Supplier Name:		Total Sales	\$0.00										
	ノハハハ	I/\	Contract Number:		Admin Fee %											
Р	OMN PARTNE	R S	Reporting Period:		Total Admin Fee	\$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Nam
			-	-									-		-	
				 												
				<u> </u>												
			1													

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity 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.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a 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 means a non–Federal entity 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating 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.

Does offeror agree? YES ______Initials of Authorized Representative of

(B) Termination for cause and for convenience by the grar effected and the basis for settlement. (All contracts in exce	ntee or subgrantee including the manner by which it will be ss of \$10,000)
	cy expends federal funds, the Participating Agency reserves the 0,000 resulting from this procurement process in the event of a terms of the contract.
Does offeror agree? YES	Initials of Authorized Representative of

offeror

offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all 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), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein. Initials of Authorized Representative of offeror Does offeror agree to abide by the above? YES (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity 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 (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions. Does offeror agree? YES Initials of Authorized Representative of offeror (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror 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 Agency resulting from this procurement process. Does offeror agree? YES Initials of Authorized Representative of offeror

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding

issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. Does offeror agree? YES Initials of Authorized Representative of offeror (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above. Does offeror agree? YES Initials of Authorized Representative of offeror (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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 non-Federal award.

Does offeror agree? YES Initials of Authorized Representative of offeror

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31) U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been 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 grant or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does offeror agree? YES Initials of Authorized Representative of offeror RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. _____Initials of Authorized Representative of offeror Does offeror agree? YES CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Does offeror agree? YES ______Initials of Authorized Representative of offeror CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Does offeror agree? YES ______Initials of Authorized Representative of offeror CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YES ______Initials of Authorized Representative of offeror Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. Offeror's Name: Address, City, State, and Zip Code:

Phone Number:	_ Fax Number:	
Printed Name and Title of Authorized Representative:		
Email Address:		
Signature of Authorized Representative:		

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the 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 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 Work 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 Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

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

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer 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 a 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 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 section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 3. "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, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, sex, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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 his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) 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 as 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 bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or 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."

4. Davis Bacon Act and Copeland Anti-KickbackAct.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs. including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply.

 neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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

(3) 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 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- 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 such 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.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section 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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name

of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section."
- 6. Rights to Inventions Made Under a Contract or Agreement.
 - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently 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.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.§§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) 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.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) 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

- (1) 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.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement

programs.

- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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 non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 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."

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. 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.
- 2. 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.

3. 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 certifyand disclose accordingly.

This certification is a material representation 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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,	, certifies or affirms the truthfulness and
	tion and disclosure, if any. In addition, the Contractor
understands and agrees that the provision and disclosure, if any.	ns of 31 U.S.C. § 3801 <i>et seq.</i> , apply to this certification
Signature of Contractor's Authoriz	zed Official
Name and Title of Contractor's Au	thorized Official
Date"	

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - "(1) 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-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.
- (2) 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.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a 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. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding 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."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent 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."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Phone Number:	
Printed Name and Title of Authorized	
Representative:	
Email Address:	

OMNIA PARTNERS EXHIBITS EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

<u>Name</u>	of Organization:						
Organization Address:							
Part 1	I Check the box that represen	nts the type of business organization:					
	•	and III, execute certification in Part IV)					
	Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)						
	For-Profit Corporation (any type)						
		nership Limited Liability Partnership (LLP)					
_		Elimited Elability Farthership (EEF)					
Part 1	<u>u</u>						
	The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)						
	OF	R					
	No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)						
(Pleas	e attach additional sheets if more spa	ace is needed):					
Nan	ne of Individual or Business Entity	Home Address (for Individuals) or Business Address					

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:	
Signature:	Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE				
		Reference: VII-H		
Name of Form:	NON-COLLUSION AFFIDAVI	Г		
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 5	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15		
Instructions Reference:	Statutory and Other Requirements V	Statutory and Other Requirements VII-H		
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.			

NON-COLLUSION AFFIDAVIT

State of New Jersey		
County of	ss:	
I, res	siding in	
(name of affiant)	(name of municipality)	- £ £-11
in the County of	and State of	of full
age, being duly sworn according to law on m	y oath depose and say that:	
I am(title or position)	of the firm of	
(title or position)	(name o	f firm)
	_ the bidder making this Proposal for the bid	l
entitled (title of bid proposal)	, and that I executed the said proposal with	
full authority to do so that said bidder has not		
participated in any collusion, or otherwise tak		
connection with the above named project; and	* *	sal and in this
affidavit are true and correct, and made with	full knowledge that the	
relies upon the	e truth of the statements contained in said Pr	roposal
and in the statements contained in this affiday	of the awarding the contract for the said proje	301.
I further warrant that no person or selling age	ency has been employed or retained to solicit	t or secure such
contract upon an agreement or understanding		
fee, except bona fide employees or bona fide		
ree, except bona ride employees of bona ride		mamtamed by
Subscribed and sworn to		
before me this day		
·	Signature	
	<u> </u>	
. 2		
	(Type or print name of affiant under signatu	ure)
		,
Notary public of		
My Commission expires		
(Seal)		

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name:	
Street:	
City, State, Zip Code:	
Proposal Certification:	
Indicate below company's compliance with New Je proposal will be accepted even if company is not purchase order may be issued, however, until all Af	in compliance at this time. No contract and/or
Required Affirmative Action Evidence:	
Procurement, Professional & Service Contracts (Ex Vendors must submit with proposal:	hibit A)
1. A photo copy of their <u>Federal Lette</u>	er of Affirmative Action Plan Approval
OR	
2. A photo copy of their <u>Certificate o</u> OR	of Employee Information Report
3. A complete Affirmative Action En	mployee Information Report (AA302)
Public Work - Over \$50,000 Total Project Cost:	
A. No approved Federal or New Jersey Affirmative AA201-A upon receipt from the	e Action Plan. We will complete Report Form
B. Approved Federal or New Jersey Plan – certific	eate enclosed
I further certify that the statements and informatio the best of my knowledge and belief.	on contained herein, are complete and correct to
	Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

* 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."

DOC #4, continued

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	า			
Vendor Name:				
Address:	l q.	7.		
City:	State:	Zip:		
The undersigned being authorize compliance with the provisions of accompanying this form.				
Signature	Printed Name	Title		
Part	II - Contrib	oution Disc	losure	
Disclosure requirement: Purs political contributions (more the committees of the govern	than \$300 per election	n cycle) over the	12 months յ	prior to submission to
☐ Check here if disclosure is J	provided in electronic for	orm		
Contributor Name	Recipient	Name	Date	Dollar Amount
				\$

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:			
	contains the names and home addresses of all stockholders 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	e type of business organization:		
Partnership	orporation Sole Proprietorship		
Limited Partnership Li	mited Liability Corporation Limited Liability Partnership		
Subchapter S Corporation			
_	and, if necessary, complete the stockholder list below.		
Stockholders:	NY.		
Name:	Name:		
Home Address:	Home Address:		
Name:	Name:		
Home Address:	Home Address:		
Name:	Name:		
Home Address:	Home Address:		
Subscribed and sworn before me this day of 2	of, (Affiant)		
(Notary Public)			
My Commission expires:	(Print name & title of affiant)		
	(Corporate Seal)		

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, 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 the 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).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website. Name:

Title: _____

Signature: _____ Date: ____

MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: VI	ENDOR/BIDDER:
VENDOR'S/BIDDER' TO PROVIDE A CERTIFICATION IN COMPLI AND NORTHERN IRE	ANCE WITH THE MACBRIDE PRINCIPALS
Pursuant to Public Law 1995, c. 134, a responsible Vendor of the Division of Purchase and Property, pursuant to N.J by checking one of the two options listed below and signotherwise be awarded a purchase, contract or agreement may determine, in accordance with applicable law and ruthe purchase, contract or agreement to another Vendor submitted a bid within five (5) percent of the most advantation of the principals that are the subject of this law and provided by law, rule or contract, including but not recovering damages, declaring the party in default and second	S.A. 52:34-12, must complete the certification below ning where indicated. If a Vendor/Bidder that would does not complete the certification, then the Director des, that it is in the best interest of the State to award /Bidder that has completed the certification and has tageous bid. If the Director finds contractors to be in , he/she shall take such action as may be appropriate limited to, imposing sanctions, seeking compliance,
I, the undersigned, on behalf the Vendor/Bidder, certify p	ursuant to <u>N.J.S.A.</u> 52:34-12.2 that:
CHECK THE A	PPROPRIATE BOX
The Vendor/Bidder has no business operations in Northe	ern Ireland; or
in accordance with the MacBride principals of nondiscrir	o conduct any business operations it has in Northern Ireland nination in employment as set forth in section 2 of P.L. 1987, the United Kingdom's Fair Employment (Northern Ireland) ompliance with those principals.
<u>CERTIFIC</u>	ATION
I, the undersigned, certify that I am authorized to execute this certification and any attachments hereto, to the best of my known of New Jersey is relying on the information contained herein, a from the date of this certification through the completion of an any changes to the information contained herein; that I am awarmisrepresentation in this certification. If I do so, I will be subject a material breach of my agreement(s) with the State, permitticertification to be void and unenforceable.	wledge are true and complete. I acknowledge that the State and that the Vendor/Bidder is under a continuing obligation by contract(s) with the State to notify the State in writing of the that it is a criminal offense to make a false statement or to criminal prosecution under the law, and it will constitute
ignature	Date
rint Name and Title	

OMNIA PARTNERS EXHIBITS EXHIBIT H - ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
2 2 1 1	0.711	2 22 11		
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West
				Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State and Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

- BAKER CITY GOLF COURSE, OR
- CITY OF ADAIR VILLAGE, OR
- CITY OF ASHLAND, OR
- CITY OF AUMSVILLE, OR
- CITY OF AURORA, OR
- CITY OF BAKER, OR
- CITY OF BATON ROUGE, LA
- CITY OF BEAVERTON, OR
- CITY OF BEND, OR
- CITY OF BOARDMAN, OR
- CITY OF BONANAZA, OR
- CITY OF BOSSIER CITY, LA
- CITY OF BROOKINGS, OR
- CITY OF BURNS, OR
- CITY OF CANBY, OR
- CITY OF CANYONVILLE, OR
- CITY OF CLATSKANIE, OR
- CITY OF COBURG, OR
- CITY OF CONDON, OR
- CITY OF COQUILLE, OR
- CITY OF CORVALLI, OR
- CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
- CITY OF COTTAGE GROVE, OR
- CITY OF DONALD, OR
- CITY OF EUGENE, OR
- CITY OF FOREST GROVE, OR
- CITY OF GOLD HILL, OR
- CITY OF GRANTS PASS, OR
- CITY OF GRESHAM, OR
- CITY OF HILLSBORO, OR
- CITY OF INDEPENDENCE, OR
- CITY AND COUNTY OF HONOLULU, HI
- CITY OF KENNER, LA
- CITY OF LA GRANDE, OR
- CITY OF LAFAYETTE, LA
- CITY OF LAKE CHARLES, OR
- CITY OF LEBANON, OR
- CITY OF MCMINNVILLE, OR
- CITY OF MEDFORD, OR
- CITY OF METAIRIE, LA
- CITY OF MILL CITY, OR
- CITY OF MILWAUKIE, OR
- CITY OF MONROE, LA
- CITY OF MOSIER, OR
- CITY OF NEW ORLEANS, LA
- CITY OF NORTH PLAINS, OR
- CITY OF OREGON CITY, OR
- CITY OF PILOT ROCK, OR
- CITY OF PORTLAND, OR
- CITY OF POWERS, OR
- CITY OF PRINEVILLE, OR
- CITY OF REDMOND, OR
- CITY OF REEDSPORT, OR
- CITY OF RIDDLE, OR
- CITY OF ROGUE RIVER, OR
- CITY OF ROSEBURG, OR
- CITY OF SALEM, OR
- CITY OF SANDY, OR
- CITY OF SCAPPOOSE, OR
- CITY OF SHADY COVE, OR
- CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA

CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR

CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA

CITY OF TIGARD, OR

CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR

CITY OF WALKER, LA

CITY OF WARRENTON, OR

CITY OF WEST LINN, OR

CITY OF WILSONVILLE, OR

CITY OF WINSTON, OR

CITY OF WOODBURN, OR

LEAGUE OF OREGON CITES

THE CITY OF HAPPY VALLEY OREGON

ALPINE, UT

ALTA, UT

ALTAMONT, UT

ALTON, UT

AMALGA, UT

AMERICAN FORK CITY, UT

ANNABELLA, UT

ANTIMONY, UT

APPLE VALLEY, UT

AURORA, UT

BALLARD, UT

BEAR RIVER CITY, UT

BEAVER, UT

BICKNELL, UT

BIG WATER, UT

BLANDING, UT

BLUFFDALE, UT

BOULDER, UT

CITY OF BOUNTIFUL, UT

BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT

BRYCE CANYON CITY, UT

CANNONVILLE, UT

CASTLE DALE, UT

CASTLE VALLEY, UT

CITY OF CEDAR CITY, UT

CEDAR FORT, UT

CITY OF CEDAR HILLS, UT

CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT

CENTRAL VALLEY, UT

CHARLESTON, UT

CIRCLEVILLE, UT

 $CLARKSTON,\,UT$

CLAWSON, UT

CLEARFIELD, UT

CLEVELAND, UT

CLINTON CITY CORPORATION, UT

COALVILLE, UT

CORINNE, UT

CORNISH, UT

COTTONWOOD HEIGHTS, UT

DANIEL, UT

DELTA, UT

DEWEYVILLE, UT

DRAPER CITY, UT

DUCHESNE, UT

EAGLE MOUNTAIN, UT

EAST CARBON, UT

ELK RIDGE, UT

ELMO, UT

ELSINORE, UT

ELWOOD, UT

EMERY, UT

ENOCH, UT

ENTERPRISE, UT

EPHRAIM, UT

ESCALANTE, UT

EUREKA, UT

FAIRFIELD, UT

FAIRVIEW, UT

FARMINGTON, UT

FARR WEST, UT

FAYETTE, UT

FERRON, UT

FIELDING, UT

FILLMORE, UT

FOUNTAIN GREEN, UT

FRANCIS, UT

FRUIT HEIGHTS, UT

GARDEN CITY, UT

GARLAND, UT

GENOLA, UT

GLENDALE, UT

GLENWOOD, UT

GOSHEN, UT

GRANTSVILLE, UT

GREEN RIVER, UT

GUNNISON, UT

HANKSVILLE, UT

HARRISVILLE, UT

HATCH, UT

HEBER CITY CORPORATION, UT

HELPER, UT

HENEFER, UT

HENRIEVILLE, UT

HERRIMAN, UT

HIDEOUT, UT

HIGHLAND, UT

HILDALE, UT

HINCKLEY, UT

HOLDEN, UT

HOLLADAY, UT

HONEYVILLE, UT

HOOPER, UT

HOWELL, UT

HUNTINGTON, UT

HUNTSVILLE, UT

CITY OF HURRICANE, UT

HYDE PARK, UT

HYRUM, UT

INDEPENDENCE, UT

IVINS, UT

JOSEPH, UT

JUNCTION, UT

KAMAS, UT

KANAB, UT

KANARRAVILLE, UT

KANOSH, UT

KAYSVILLE, UT

KINGSTON, UT

KOOSHAREM, UT

LAKETOWN, UT

LA VERKIN, UT

LAYTON, UT

LEAMINGTON, UT

LEEDS, UT

LEHI CITY CORPORATION, UT

LEVAN, UT

LEWISTON, UT

LINDON, UT

LOA, UT

LOGAN CITY, UT

LYMAN, UT

LYNNDYL, UT

MANILA, UT

MANTI, UT

MANTUA, UT

MAPLETON, UT

MARRIOTT-SLATERVILLE, UT

MARYSVALE, UT

MAYFIELD, UT

MEADOW, UT

MENDON, UT

MIDVALE CITY INC., UT

MIDWAY, UT

MILFORD, UT

MILLVILLE, UT

MINERSVILLE, UT

MOAB, UT

MONA, UT

MONROE, UT

CITY OF MONTICELLO, UT

MORGAN, UT

MORONI, UT

MOUNT PLEASANT, UT

MURRAY CITY CORPORATION, UT

MYTON, UT

NAPLES, UT

NEPHI, UT

NEW HARMONY, UT

NEWTON, UT

NIBLEY, UT

NORTH LOGAN, UT

NORTH OGDEN, UT

NORTH SALT LAKE CITY, UT

OAK CITY, UT

OAKLEY, UT

OGDEN CITY CORPORATION, UT

OPHIR, UT

ORANGEVILLE, UT

ORDERVILLE, UT

OREM, UT

PANGUITCH, UT

PARADISE, UT

PARAGONAH, UT

PARK CITY, UT

PAROWAN, UT

PAYSON, UT

PERRY, UT

PLAIN CITY, UT

PLEASANT GROVE CITY, UT

PLEASANT VIEW, UT

PLYMOUTH, UT

PORTAGE, UT

PRICE, UT

PROVIDENCE, UT

PROVO, UT

RANDOLPH, UT

REDMOND, UT

RICHFIELD, UT

RICHMOND, UT

RIVERDALE, UT

RIVER HEIGHTS, UT

RIVERTON CITY, UT

ROCKVILLE, UT

ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT

ROY, UT

RUSH VALLEY, UT

CITY OF ST. GEORGE, UT

SALEM, UT

SALINA, UT

SALT LAKE CITY CORPORATION, UT

SANDY, UT

SANTA CLARA, UT

SANTAQUIN, UT

SARATOGA SPRINGS, UT

SCIPIO, UT

SCOFIELD, UT

SIGURD, UT

SMITHFIELD, UT

SNOWVILLE, UT

CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT

SPANISH FORK, UT

SPRING CITY, UT

SPRINGDALE, UT

SPRINGVILLE, UT

STERLING, UT

STOCKTON, UT

SUNNYSIDE, UT

SUNSET CITY CORP, UT

SYRACUSE, UT

TABIONA, UT

CITY OF TAYLORSVILLE, UT

TOOELE CITY CORPORATION, UT

TOQUERVILLE, UT

TORREY, UT

TREMONTON CITY, UT

TRENTON, UT

TROPIC, UT

UINTAH, UT

VERNAL CITY, UT

VERNON, UT

VINEYARD, UT

VIRGIN, UT

WALES, UT

WALLSBURG, UT

WASHINGTON CITY, UT

WASHINGTON TERRACE, UT

WELLINGTON, UT

WELLSVILLE, UT

WENDOVER, UT

WEST BOUNTIFUL, UT

WEST HAVEN, UT

WEST JORDAN, UT

WEST POINT, UT

WEST VALLEY CITY, UT

WILLARD, UT

WOODLAND HILLS, UT

WOODRUFF, UT

WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA

CALCASIEU PARISH, LA

CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR

COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR

CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

CURRY COUNTY, OR

DESCHUTES COUNTY, OR

DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA

GILLIAM COUNTY, OR

GRANT COUNTY, OR

HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI

HOOD RIVER COUNTY, OR

JACKSON COUNTY, OR

JEFFERSON COUNTY, OR

JEFFERSON PARISH, LA

JOSEPHINE COUNTY GOVERNMENT, OR

LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION

LAFOURCHE PARISH, LA

KAUAI COUNTY, HI

KLAMATH COUNTY, OR

LAKE COUNTY, OR

LANE COUNTY, OR

LINCOLN COUNTY, OR

LINN COUNTY, OR

LIVINGSTON PARISH, LA

MALHEUR COUNTY, OR

MAUI COUNTY, HI

MARION COUNTY, SALEM, OR

MORROW COUNTY, OR

MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

ORLEANS PARISH, LA

PLAQUEMINES PARISH, LA

POLK COUNTY, OR

RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA

SAINT TAMMANY PARISH, LA

SHERMAN COUNTY, OR

TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR

TILLAMOOK COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY, OR

UNION COUNTY, OR

WALLOWA COUNTY, OR

WASCO COUNTY, OR

WASHINGTON COUNTY, OR

WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR

YAMHILL COUNTY, OR

COUNTY OF BOX ELDER, UT

COUNTY OF CACHE, UT

COUNTY OF RICH, UT

COUNTY OF WEBER, UT

COUNTY OF MORGAN, UT

COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT

COUNTY OF DAGGETT, UT

COUNTY OF SALT LAKE, UT

COUNTY OF TOOELE, UT

COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT

COUNTY OF DUCHESNE, UT

COUNTY OF UINTAH, UT

COUNTY OF CARBON, UT

COUNTY OF SANPETE, UT

COUNTY OF JUAB, UT

COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT

COUNTY OF EMERY, UT

COUNTY OF GRAND, UT

COUNTY OF BEVER, UT

COUNTY OF PIUTE, UT

COUNTY OF WAYNE, UT

COUNTY OF SAN JUAN, UT

COUNTY OF GARFIELD, UT

COUNTY OF KANE, UT

COUNTY OF IRON, UT

COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR

APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR

APPLEGATE VALLEY R.F.P.D. #9, OR

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR

ARCH CAPE SANITARY DISTRICT, OR

ARNOLD IRRIGATION DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR

ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR

AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

BAILEY-SPENCER R.F.P.D., OR

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLEY IRRIGATION DISTRICT, OR

BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR

BANDON CRANBERRY WATER CONTROL DISTRICT, OR

BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR

BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR

BARLOW WATER IMPROVEMENT DISTRICT, OR

BASIN AMBULANCE SERVICE DISTRICT, OR

BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR

BATON ROUGE WATER COMPANY

BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR

BEAR VALLEY SPECIAL ROAD DISTRICT, OR

BEAVER CREEK WATER CONTROL DISTRICT, OR

BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR

BEAVER SLOUGH DRAINAGE DISTRICT, OR

BEAVER SPECIAL ROAD DISTRICT, OR

BEAVER WATER DISTRICT, OR

BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR

BEND METRO PARK AND RECREATION DISTRICT

BENTON S.W.C.D., OR

BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR

BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR

BIGGS SERVICE DISTRICT, OR

BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR

BLACK BUTTE RANCH R.F.P.D., OR

BLACK MOUNTAIN WATER DISTRICT, OR

BLODGETT-SUMMIT R.F.P.D., OR

BLUE MOUNTAIN HOSPITAL DISTRICT, OR

BLUE MOUNTAIN TRANSLATOR DISTRICT, OR

BLUE RIVER PARK & RECREATION DISTRICT, OR

BLUE RIVER WATER DISTRICT, OR

BLY R.F.P.D., OR

BLY VECTOR CONTROL DISTRICT, OR

BLY WATER AND SANITARY DISTRICT, OR

BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR

BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR

BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR

BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR

BONANZA R.F.P.D., OR

BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR

BORING WATER DISTRICT #24, OR

BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR

BRIDGE R.F.P.D., OR

BROOKS COMMUNITY SERVICE DISTRICT, OR

BROWNSVILLE R.F.P.D., OR

BUELL-RED PRAIRIE WATER DISTRICT, OR

BUNKER HILL R.F.P.D. #1, OR

BUNKER HILL SANITARY DISTRICT, OR

BURLINGTON WATER DISTRICT, OR

BURNT RIVER IRRIGATION DISTRICT, OR

BURNT RIVER S.W.C.D., OR

CALAPOOIA R.F.P.D., OR

CAMAS VALLEY R.F.P.D., OR

CAMELLIA PARK SANITARY DISTRICT, OR

CAMMANN ROAD DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR

CANBY AREA TRANSIT, OR

CANBY R.F.P.D. #62, OR

CANBY UTILITY BOARD, OR

CANNON BEACH R.F.P.D., OR

CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR

CAPE FOULWEATHER SANITARY DISTRICT, OR

CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR

CARMEL BEACH WATER DISTRICT, OR

CASCADE VIEW ESTATES TRACT 2, OR

CEDAR CREST SPECIAL ROAD DISTRICT, OR

CEDAR TRAILS SPECIAL ROAD DISTRICT, OR

CEDAR VALLEY - NORTH BANK R.F.P.D., OR

CENTRAL CASCADES FIRE AND EMS, OR

CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA

CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

CENTRAL OREGON IRRIGATION DISTRICT, OR

CHAPARRAL WATER CONTROL DISTRICT, OR

CHARLESTON FIRE DISTRICT, OR

CHARLESTON SANITARY DISTRICT, OR

CHARLOTTE ANN WATER DISTRICT, OR

CHEHALEM PARK & RECREATION DISTRICT, OR

CHEHALEM PARK AND RECREATION DISTRICT

CHEMULT R.F.P.D., OR

CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR

CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR

CHILOQUIN VECTOR CONTROL DISTRICT, OR

CHILOQUIN-AGENCY LAKE R.F.P.D., OR

CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR

CHR DISTRICT IMPROVEMENT COMPANY, OR

CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR

CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR

CHRISTMAS VALLEY R.F.P.D., OR

CITY OF BOGALUSA SCHOOL BOARD, LA

CLACKAMAS COUNTY FIRE DISTRICT #1, OR

CLACKAMAS COUNTY SERVICE DISTRICT #1, OR

CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR

CLACKAMAS RIVER WATER

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CLACKAMAS RIVER WATER, OR
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CLACKAMAS S.W.C.D., OR

CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR

CLATSKANIE P.U.D., OR

CLATSKANIE PARK & RECREATION DISTRICT, OR

CLATSKANIE PEOPLE'S UTILITY DISTRICT

CLATSKANIE R.F.P.D., OR

CLATSOP CARE CENTER HEALTH DISTRICT, OR

CLATSOP COUNTY S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR

CLEAN WATER SERVICES

CLEAN WATER SERVICES, OR

CLOVERDALE R.F.P.D., OR

CLOVERDALE SANITARY DISTRICT, OR

CLOVERDALE WATER DISTRICT, OR

COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR

COLTON WATER DISTRICT #11, OR

COLUMBIA 911 COMMUNICATIONS DISTRICT, OR

COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

COLUMBIA DRAINAGE VECTOR CONTROL, OR

COLUMBIA IMPROVEMENT DISTRICT, OR

COLUMBIA R.F.P.D., OR

COLUMBIA RIVER FIRE & RESCUE, OR

COLUMBIA RIVER PUD, OR

COLUMBIA S.W.C.D., OR

COLUMBIA S.W.C.D., OR

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

COOS COUNTY AIRPORT DISTRICT, OR

COOS COUNTY AIRPORT DISTRICT, OR

COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR

COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR

COOS FOREST PROTECTIVE ASSOCIATION

COOS S.W.C.D., OR

COQUILLE R.F.P.D., OR

COQUILLE VALLEY HOSPITAL DISTRICT, OR

CORBETT WATER DISTRICT, OR

CORNELIUS R.F.P.D., OR

CORP RANCH ROAD WATER IMPROVEMENT, OR

CORVALLIS R.F.P.D., OR

COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR

COUNTRY ESTATES ROAD DISTRICT, OR

COVE CEMETERY MAINTENANCE DISTRICT, OR

COVE ORCHARD SEWER SERVICE DISTRICT, OR

COVE R.F.P.D., OR

CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR

CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR

CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR

CROOK COUNTY CEMETERY DISTRICT, OR

CROOK COUNTY FIRE AND RESCUE, OR

CROOK COUNTY PARKS & RECREATION DISTRICT, OR

CROOK COUNTY S.W.C.D., OR

CROOK COUNTY VECTOR CONTROL DISTRICT, OR

CROOKED RIVER RANCH R.F.P.D., OR

CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR

CRYSTAL SPRINGS WATER DISTRICT, OR

CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR

CURRY COUNTY S.W.C.D., OR

CURRY HEALTH DISTRICT, OR

CURRY PUBLIC LIBRARY DISTRICT, OR

DALLAS CEMETERY DISTRICT #4, OR

DARLEY DRIVE SPECIAL ROAD DISTRICT, OR

DAVID CROCKETT STEAM FIRE COMPANY #1, LA

DAYS CREEK R.F.P.D., OR

DAYTON FIRE DISTRICT, OR

DEAN MINARD WATER DISTRICT, OR

DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR

DEPOE BAY R.F.P.D., OR

DESCHUTES COUNTY 911 SERVICE DISTRICT, OR

DESCHUTES COUNTY R.F.P.D. #2, OR

DESCHUTES PUBLIC LIBRARY DISTRICT, OR

DESCHUTES S.W.C.D., OR

DESCHUTES VALLEY WATER DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR

DEXTER R.F.P.D., OR

DEXTER SANITARY DISTRICT, OR

DORA-SITKUM R.F.P.D., OR

DOUGLAS COUNTY FIRE DISTRICT #2, OR

DOUGLAS S.W.C.D., OR

DRAKES CROSSING R.F.P.D., OR

DRRH SPECIAL ROAD DISTRICT #6, OR

DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR

DUFUR RECREATION DISTRICT, OR

DUMBECK LANE DOMESTIC WATER SUPPLY, OR

DUNDEE R.F.P.D., OR

DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR

EAGLE POINT IRRIGATION DISTRICT, OR

EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR

EAGLE VALLEY R.F.P.D., OR

EAGLE VALLEY S.W.C.D., OR

EAST FORK IRRIGATION DISTRICT, OR

EAST MULTNOMAH S.W.C.D., OR

EAST SALEM SERVICE DISTRICT, OR

EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR

EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR

EAST UMATILLA COUNTY R.F.P.D., OR

EAST VALLEY WATER DISTRICT, OR

ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR

ELGIN HEALTH DISTRICT, OR

ELGIN R.F.P.D., OR

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR

ELKTON R.F.P.D., OR

EMERALD P.U.D., OR

ENTERPRISE IRRIGATION DISTRICT, OR

ESTACADA CEMETERY MAINTENANCE DISTRICT, OR

ESTACADA R.F.P.D. #69, OR

EUGENE R.F.P.D. #1, OR

EUGENE WATER AND ELECTRIC BOARD

EVANS VALLEY FIRE DISTRICT #6, OR

FAIR OAKS R.F.P.D., OR

FAIRVIEW R.F.P.D., OR

FAIRVIEW WATER DISTRICT, OR

FALCON HEIGHTS WATER AND SEWER, OR

FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR

FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR

FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR

FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR

FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR

FOREST VIEW SPECIAL ROAD DISTRICT, OR

FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR

FOX CEMETERY MAINTENANCE DISTRICT, OR

GARDINER R.F.P.D., OR

GARDINER SANITARY DISTRICT, OR

GARIBALDI R.F.P.D., OR

GASTON R.F.P.D., OR

GATES R.F.P.D., OR

GEARHART R.F.P.D., OR

GILLIAM S.W.C.D., OR

GLENDALE AMBULANCE DISTRICT, OR

GLENDALE R.F.P.D., OR

GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR

GLENEDEN SANITARY DISTRICT, OR

GLENWOOD WATER DISTRICT, OR

GLIDE - IDLEYLD SANITARY DISTRICT, OR

GLIDE R.F.P.D., OR

GOLD BEACH - WEDDERBURN R.F.P.D., OR

GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT, OR

GOSHEN R.F.P.D., OR

GOVERNMENT CAMP ROAD DISTRICT, OR

GOVERNMENT CAMP SANITARY DISTRICT, OR

GRAND PRAIRIE WATER CONTROL DISTRICT, OR

GRAND RONDE SANITARY DISTRICT, OR

GRANT COUNTY TRANSPORTATION DISTRICT, OR

GRANT S.W.C.D., OR

GRANTS PASS IRRIGATION DISTRICT, OR

GREATER BOWEN VALLEY R.F.P.D., OR

GREATER ST. HELENS PARK & RECREATION DISTRICT, OR

GREATER TOLEDO POOL RECREATION DISTRICT, OR

GREEN KNOLLS SPECIAL ROAD DISTRICT, OR

GREEN SANITARY DISTRICT, OR

GREENACRES R.F.P.D., OR

GREENBERRY IRRIGATION DISTRICT, OR

GREENSPRINGS RURAL FIRE DISTRICT, OR

HAHLEN ROAD SPECIAL DISTRICT, OR

HAINES CEMETERY MAINTENANCE DISTRICT, OR

HAINES FIRE PROTECTION DISTRICT, OR

HALSEY-SHEDD R.F.P.D., OR

HAMLET R.F.P.D., OR

HARBOR R.F.P.D., OR

HARBOR SANITARY DISTRICT, OR

HARBOR WATER P.U.D., OR

HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR

HARPER SOUTH SIDE IRRIGATION DISTRICT, OR

HARRISBURG FIRE AND RESCUE, OR

HAUSER R.F.P.D., OR

HAZELDELL RURAL FIRE DISTRICT, OR

HEBO JOINT WATER-SANITARY AUTHORITY, OR

HECETA WATER P.U.D., OR

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR

HELIX PARK & RECREATION DISTRICT, OR

HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR

HEPPNER R.F.P.D., OR

HEPPNER WATER CONTROL DISTRICT, OR

HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR

HERMISTON CEMETERY DISTRICT, OR

HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR

HIGH DESERT PARK & RECREATION DISTRICT, OR

HIGHLAND SUBDIVISION WATER DISTRICT, OR

HONOLULU INTERNATIONAL AIRPORT

HOOD RIVER COUNTY LIBRARY DISTRICT, OR

HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR

HOOD RIVER S.W.C.D., OR

HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR

HOODLAND FIRE DISTRICT #74

HOODLAND FIRE DISTRICT #74, OR

HORSEFLY IRRIGATION DISTRICT, OR

HOSKINS-KINGS VALLEY R.F.P.D., OR

HOUSING AUTHORITY OF PORTLAND

HUBBARD R.F.P.D., OR

HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR

IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR

ICE FOUNTAIN WATER DISTRICT, OR

IDAHO POINT SPECIAL ROAD DISTRICT, OR

IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR

ILLINOIS VALLEY FIRE DISTRICT

ILLINOIS VALLEY R.F.P.D., OR

ILLINOIS VALLEY S.W.C.D., OR

IMBLER R.F.P.D., OR

INTERLACHEN WATER P.U.D., OR

IONE LIBRARY DISTRICT, OR

IONE R.F.P.D. #6-604, OR

IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR

IRONSIDE RURAL ROAD DISTRICT #5, OR

IRRIGON PARK & RECREATION DISTRICT, OR

IRRIGON R.F.P.D., OR

ISLAND CITY AREA SANITATION DISTRICT, OR

ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR

JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR

JACKSON COUNTY FIRE DISTRICT #3, OR

JACKSON COUNTY FIRE DISTRICT #4, OR

JACKSON COUNTY FIRE DISTRICT #5, OR

JACKSON COUNTY LIBRARY DISTRICT, OR

JACKSON COUNTY VECTOR CONTROL DISTRICT, OR

JACKSON S.W.C.D., OR

JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR

JEFFERSON COUNTY FIRE DISTRICT #1, OR

JEFFERSON COUNTY LIBRARY DISTRICT, OR

JEFFERSON COUNTY S.W.C.D., OR

JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR

JOB'S DRAINAGE DISTRICT, OR

JOHN DAY WATER DISTRICT, OR

JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR

JOHN DAY-FERNHILL R.F.P.D. #5-108, OR

JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR

JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

JOSEPHINE COUNTY 911 AGENCY, OR

JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR

JUNIPER CANYON WATER CONTROL DISTRICT, OR

JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR

JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR

KEATING R.F.P.D., OR

KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR

KELLOGG RURAL FIRE DISTRICT, OR

KENO IRRIGATION DISTRICT, OR

KENO PINES ROAD DISTRICT, OR

KENO R.F.P.D., OR

KENT WATER DISTRICT, OR

KERBY WATER DISTRICT, OR

K-GB-LB WATER DISTRICT, OR

KILCHIS WATER DISTRICT, OR

KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR

KLAMATH BASIN IMPROVEMENT DISTRICT, OR

KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR

KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR

KLAMATH COUNTY FIRE DISTRICT #1, OR

KLAMATH COUNTY FIRE DISTRICT #3, OR

KLAMATH COUNTY FIRE DISTRICT #4, OR

KLAMATH COUNTY FIRE DISTRICT #5, OR

KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR

KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR

KLAMATH DRAINAGE DISTRICT, OR

KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR

KLAMATH INTEROPERABILITY RADIO GROUP, OR

KLAMATH IRRIGATION DISTRICT, OR

KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR

KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR

KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR

LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR

LA GRANDE R.F.P.D., OR

LA PINE PARK & RECREATION DISTRICT, OR

LA PINE R.F.P.D., OR

LABISH VILLAGE SEWAGE & DRAINAGE, OR

LACOMB IRRIGATION DISTRICT, OR

LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3

LAIDLAW WATER DISTRICT, OR

LAKE CHINOOK FIRE & RESCUE, OR

LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

LAKE COUNTY LIBRARY DISTRICT, OR

LAKE CREEK R.F.P.D. - JACKSON, OR

LAKE CREEK R.F.P.D. - LANE COUNTY, OR

LAKE DISTRICT HOSPITAL, OR

LAKE GROVE R.F.P.D. NO. 57, OR

LAKE GROVE WATER DISTRICT, OR

LAKE LABISH WATER CONTROL DISTRICT, OR

LAKE POINT SPECIAL ROAD DISTRICT, OR

LAKESIDE R.F.P.D. #4, OR

LAKESIDE WATER DISTRICT, OR

LAKEVIEW R.F.P.D., OR

LAKEVIEW S.W.C.D., OR

LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR

LANE TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR

LANGLOIS R.F.P.D., OR

LANGLOIS WATER DISTRICT, OR

LAZY RIVER SPECIAL ROAD DISTRICT, OR

LEBANON AQUATIC DISTRICT, OR

LEBANON R.F.P.D., OR

LEWIS & CLARK R.F.P.D., OR

LINCOLN COUNTY LIBRARY DISTRICT, OR

LINCOLN S.W.C.D., OR

LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR

LINN S.W.C.D., OR

LITTLE MUDDY CREEK WATER CONTROL, OR

LITTLE NESTUCCA DRAINAGE DISTRICT, OR

LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR

LONE PINE IRRIGATION DISTRICT, OR

LONG PRAIRIE WATER DISTRICT, OR

LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR

LOOKINGGLASS RURAL FIRE DISTRICT, OR

LORANE R.F.P.D., OR

LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR

LOST CREEK PARK SPECIAL ROAD DISTRICT, OR

LOUISIANA PUBLIC SERVICE COMMISSION, LA

LOUISIANA WATER WORKS

LOWELL R.F.P.D., OR

LOWER MCKAY CREEK R.F.P.D., OR

LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR

LOWER POWDER RIVER IRRIGATION DISTRICT, OR

LOWER SILETZ WATER DISTRICT, OR

LOWER UMPOUA HOSPITAL DISTRICT, OR

LOWER UMPQUA PARK & RECREATION DISTRICT, OR

LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR

LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR

LUSTED WATER DISTRICT, OR

LYONS R.F.P.D., OR

LYONS-MEHAMA WATER DISTRICT, OR

MADRAS AQUATIC CENTER DISTRICT, OR

MAKAI SPECIAL ROAD DISTRICT, OR

MALHEUR COUNTY S.W.C.D., OR

MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR

MALHEUR DRAINAGE DISTRICT, OR

MALHEUR MEMORIAL HEALTH DISTRICT, OR

MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR

MALIN COMMUNITY PARK & RECREATION DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR

MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR

MAPLETON WATER DISTRICT, OR

MARCOLA WATER DISTRICT, OR

MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR

MARION JACK IMPROVEMENT DISTRICT, OR

MARION S.W.C.D., OR

MARY'S RIVER ESTATES ROAD DISTRICT, OR

MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR

MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR

MCKENZIE FIRE & RESCUE, OR

MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR

MCMINNVILLE R.F.P.D., OR

MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR

MEDFORD IRRIGATION DISTRICT, OR

MEDFORD R.F.P.D. #2, OR

MEDFORD WATER COMMISSION

MEDICAL SPRINGS R.F.P.D., OR

MELHEUR COUNTY JAIL, OR

MERLIN COMMUNITY PARK DISTRICT, OR

MERRILL CEMETERY MAINTENANCE DISTRICT, OR

MERRILL PARK DISTRICT, OR

MERRILL R.F.P.D., OR

METRO REGIONAL GOVERNMENT

METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION COMMISSION

METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR

MID-COLUMBIA FIRE AND RESCUE, OR

MIDDLE FORK IRRIGATION DISTRICT, OR

MIDLAND COMMUNITY PARK, OR

MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR

MILES CROSSING SANITARY SEWER DISTRICT, OR

MILL CITY R.F.P.D. #2-303, OR

MILL FOUR DRAINAGE DISTRICT, OR

MILLICOMA RIVER PARK & RECREATION DISTRICT, OR

MILLINGTON R.F.P.D. #5, OR

MILO VOLUNTEER FIRE DEPARTMENT, OR

MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR

MILTON-FREEWATER WATER CONTROL DISTRICT, OR

MIROCO SPECIAL ROAD DISTRICT, OR

MIST-BIRKENFELD R.F.P.D., OR

MODOC POINT IRRIGATION DISTRICT, OR

MODOC POINT SANITARY DISTRICT, OR

MOHAWK VALLEY R.F.P.D., OR

MOLALLA AQUATIC DISTRICT, OR

MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR

MONROE R.F.P.D., OR

MONUMENT CEMETERY MAINTENANCE DISTRICT, OR

MONUMENT S.W.C.D., OR

MOOREA DRIVE SPECIAL ROAD DISTRICT, OR

MORO R.F.P.D., OR

MORROW COUNTY HEALTH DISTRICT, OR

MORROW COUNTY UNIFIED RECREATION DISTRICT, OR

MORROW S.W.C.D., OR

MOSIER FIRE DISTRICT, OR

MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR

MT. ANGEL R.F.P.D., OR

MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETERY DISTRICT, OR

MT. VERNON R.F.P.D., OR

MULINO WATER DISTRICT #1, OR

MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR

MULTNOMAH COUNTY R.F.P.D. #10, OR

MULTNOMAH COUNTY R.F.P.D. #14, OR

MULTNOMAH EDUCATION SERVICE DISTRICT

MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR

NEDONNA R.F.P.D., OR

NEHALEM BAY FIRE AND RESCUE, OR

NEHALEM BAY HEALTH DISTRICT, OR

NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR

NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR

NESTUCCA R.F.P.D., OR

NETARTS WATER DISTRICT, OR

NETARTS-OCEANSIDE R.F.P.D., OR

NETARTS-OCEANSIDE SANITARY DISTRICT, OR

NEW BRIDGE WATER SUPPLY DISTRICT, OR

NEW CARLTON FIRE DISTRICT, OR

NEW ORLEANS REDEVELOPMENT AUTHORITY, LA

NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR

NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR

NEWPORT R.F.P.D., OR

NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR

NORTH ALBANY R.F.P.D., OR

NORTH BAY R.F.P.D. #9, OR

NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR

NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR

NORTH DOUGLAS PARK & RECREATION DISTRICT, OR

NORTH GILLIAM COUNTY HEALTH DISTRICT, OR

NORTH GILLIAM COUNTY R.F.P.D., OR

NORTH LAKE HEALTH DISTRICT, OR

NORTH LEBANON WATER CONTROL DISTRICT, OR

NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR

NORTH LINCOLN HEALTH DISTRICT, OR

NORTH MORROW VECTOR CONTROL DISTRICT, OR

NORTH SHERMAN COUNTY R.F.P.D, OR

NORTH UNIT IRRIGATION DISTRICT, OR

NORTHEAST OREGON HOUSING AUTHORITY, OR

NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR

NORTHERN WASCO COUNTY P.U.D., OR

NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR

NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR

NYSSA RURAL FIRE DISTRICT, OR

NYSSA-ARCADIA DRAINAGE DISTRICT, OR

OAK LODGE WATER SERVICES, OR

OAKLAND R.F.P.D., OR

OAKVILLE COMMUNITY CENTER, OR

OCEANSIDE WATER DISTRICT, OR

OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY AUTHORITY, OR

ODELL SANITARY DISTRICT, OR

OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR

OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR

ONTARIO LIBRARY DISTRICT, OR

ONTARIO R.F.P.D., OR

OPHIR R.F.P.D., OR

OREGON COAST COMMUNITY ACTION

OREGON HOUSING AND COMMUNITY SERVICES

OREGON INTERNATIONAL PORT OF COOS BAY, OR

OREGON LEGISLATIVE ADMINISTRATION

OREGON OUTBACK R.F.P.D., OR

OREGON POINT, OR

OREGON TRAIL LIBRARY DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR

OWW UNIT #2 SANITARY DISTRICT, OR

OWYHEE CEMETERY MAINTENANCE DISTRICT, OR

OWYHEE IRRIGATION DISTRICT, OR

PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR

PACIFIC COMMUNITIES HEALTH DISTRICT, OR

PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR

PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR

PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR

PANTHER CREEK ROAD DISTRICT, OR

PANTHER CREEK WATER DISTRICT, OR

PARKDALE R.F.P.D., OR

PARKDALE SANITARY DISTRICT, OR

PENINSULA DRAINAGE DISTRICT #1, OR

PENINSULA DRAINAGE DISTRICT #2, OR

PHILOMATH FIRE AND RESCUE, OR

PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR

PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR

PINE EAGLE HEALTH DISTRICT, OR

PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR

PINE GROVE IRRIGATION DISTRICT, OR

PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR

PINE GROVE WATER DISTRICT-MAUPIN, OR

PINE VALLEY CEMETERY DISTRICT, OR

PINE VALLEY R.F.P.D., OR

PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR

PIONEER DISTRICT IMPROVEMENT COMPANY, OR

PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR

PISTOL RIVER FIRE DISTRICT, OR

PLEASANT HILL R.F.P.D., OR

PLEASANT HOME WATER DISTRICT, OR

POCAHONTAS MINING AND IRRIGATION DISTRICT, OR

POE VALLEY IMPROVEMENT DISTRICT, OR

POE VALLEY PARK & RECREATION DISTRICT, OR

POE VALLEY VECTOR CONTROL DISTRICT, OR

POLK COUNTY FIRE DISTRICT #1, OR

POLK S.W.C.D., OR

POMPADOUR WATER IMPROVEMENT DISTRICT, OR

PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR

PORT OF ALSEA, OR

PORT OF ARLINGTON, OR

PORT OF ASTORIA, OR

PORT OF BANDON, OR

PORT OF BRANDON, OR

PORT OF BROOKINGS HARBOR, OR

PORT OF CASCADE LOCKS, OR

PORT OF COQUILLE RIVER, OR

PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR

PORT OF HOOD RIVER, OR

PORT OF MORGAN CITY, LA

PORT OF MORROW, OR

PORT OF NEHALEM, OR

PORT OF NEWPORT, OR

PORT OF PORT ORFORD, OR

PORT OF PORTLAND, OR

PORT OF SIUSLAW, OR

PORT OF ST. HELENS, OR PORT OF THE DALLES, OR

PORT OF TILLAMOOK BAY, OR

PORT OF TOLEDO, OR

PORT OF UMATILLA, OR

PORT OF UMPOUA, OR

PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR

PORT ORFORD PUBLIC LIBRARY DISTRICT, OR

PORT ORFORD R.F.P.D., OR

PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESCUE

PORTLAND HOUSING CENTER, OR

POWDER R.F.P.D., OR

POWDER RIVER R.F.P.D., OR

POWDER VALLEY WATER CONTROL DISTRICT, OR

POWERS HEALTH DISTRICT, OR

PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR

PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR

PROSPECT R.F.P.D., OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR

QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR

RAINIER CEMETERY DISTRICT. OR

RAINIER DRAINAGE IMPROVEMENT COMPANY, OR

RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR

REDMOND FIRE AND RESCUE, OR

RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR

RIDGEWOOD ROAD DISTRICT, OR

RIETH SANITARY DISTRICT, OR

RIETH WATER DISTRICT, OR

RIMROCK WEST IMPROVEMENT DISTRICT, OR

RINK CREEK WATER DISTRICT, OR

RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR

RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR

RIVER MEADOWS IMPROVEMENT DISTRICT, OR

RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR

RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR

RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR

RIVERDALE R.F.P.D. 11-JT, OR

RIVERGROVE WATER DISTRICT, OR

RIVERSIDE MISSION WATER CONTROL DISTRICT, OR

RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR

ROBERTS CREEK WATER DISTRICT, OR

ROCK CREEK DISTRICT IMPROVEMENT, OR

ROCK CREEK WATER DISTRICT, OR

ROCKWOOD WATER P.U.D., OR

ROCKY POINT FIRE & EMS, OR

ROGUE RIVER R.F.P.D., OR

ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR

ROGUE VALLEY SEWER SERVICES, OR

ROGUE VALLEY SEWER, OR

ROGUE VALLEY TRANSPORTATION DISTRICT, OR

ROSEBURG URBAN SANITARY AUTHORITY, OR

ROSEWOOD ESTATES ROAD DISTRICT, OR

ROW RIVER VALLEY WATER DISTRICT, OR

RURAL ROAD ASSESSMENT DISTRICT #3, OR

RURAL ROAD ASSESSMENT DISTRICT #4, OR

SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2

SAINT MARY PARISH REC DISTRICT 3

SAINT TAMMANY FIRE DISTRICT 4, LA

SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT

SALEM SUBURBAN R.F.P.D., OR

SALISHAN SANITARY DISTRICT, OR

SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR

SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR

SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR

SANDY DRAINAGE IMPROVEMENT COMPANY, OR

SANDY R.F.P.D. #72, OR

SANTA CLARA R.F.P.D., OR

SANTA CLARA WATER DISTRICT, OR

SANTIAM WATER CONTROL DISTRICT, OR

SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR

SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR

SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR

SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR

SCOTTSBURG R.F.P.D., OR

SEAL ROCK R.F.P.D., OR

SEAL ROCK WATER DISTRICT, OR

SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA

SHANGRI-LA WATER DISTRICT, OR

SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR

SHERIDAN FIRE DISTRICT, OR

SHERMAN COUNTY HEALTH DISTRICT, OR

SHERMAN COUNTY S.W.C.D., OR

SHORELINE SANITARY DISTRICT, OR

SILETZ KEYS SANITARY DISTRICT, OR

SILETZ R.F.P.D., OR

SILVER FALLS LIBRARY DISTRICT, OR

SILVER LAKE IRRIGATION DISTRICT, OR

SILVER LAKE R.F.P.D., OR

SILVER SANDS SPECIAL ROAD DISTRICT, OR

SILVERTON R.F.P.D. NO. 2, OR

SISTERS PARKS & RECREATION DISTRICT, OR

SISTERS-CAMP SHERMAN R.F.P.D., OR

SIUSLAW PUBLIC LIBRARY DISTRICT, OR

SIUSLAW S.W.C.D., OR

SIUSLAW VALLEY FIRE AND RESCUE, OR

SIXES R.F.P.D., OR

SKIPANON WATER CONTROL DISTRICT, OR

SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR

SLEEPY HOLLOW WATER DISTRICT, OR

SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR

SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR

SOUTH COUNTY HEALTH DISTRICT, OR

SOUTH FORK WATER BOARD, OR

SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR

SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR

SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR

SOUTH LAFOURCHE LEVEE DISTRICT, LA

SOUTH LANE COUNTY FIRE & RESCUE, OR

SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR

SOUTH SHERMAN FIRE DISTRICT, OR

SOUTH SUBURBAN SANITARY DISTRICT, OR

SOUTH WASCO PARK & RECREATION DISTRICT, OR

SOUTHERN COOS HEALTH DISTRICT, OR

SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR

SOUTHVIEW IMPROVEMENT DISTRICT, OR

SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR

SOUTHWESTERN POLK COUNTY R.F.P.D., OR

SOUTHWOOD PARK WATER DISTRICT, OR

SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR

SPRING RIVER SPECIAL ROAD DISTRICT, OR

SPRINGFIELD UTILITY BOARD, OR

ST. PAUL R.F.P.D., OR

STANFIELD CEMETERY DISTRICT #6, OR

STANFIELD IRRIGATION DISTRICT, OR

STARR CREEK ROAD DISTRICT, OR

STARWOOD SANITARY DISTRICT, OR

STAYTON FIRE DISTRICT, OR

SUBLIMITY FIRE DISTRICT, OR

SUBURBAN EAST SALEM WATER DISTRICT, OR

SUBURBAN LIGHTING DISTRICT, OR

SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR

SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR

SUMNER R.F.P.D., OR

SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR

SUNDOWN SANITATION DISTRICT, OR

SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR

SUNNYSIDE IRRIGATION DISTRICT, OR

SUNRISE WATER AUTHORITY, OR

SUNRIVER SERVICE DISTRICT, OR

SUNSET EMPIRE PARK & RECREATION DISTRICT, OR

SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR

SUTHERLIN VALLEY RECREATION DISTRICT, OR

SUTHERLIN WATER CONTROL DISTRICT, OR

SWALLEY IRRIGATION DISTRICT, OR

SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR

SWEET HOME FIRE & AMBULANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR

TANGENT R.F.P.D., OR

TENMILE R.F.P.D., OR

TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR

THOMAS CREEK-WESTSIDE R.F.P.D., OR

THREE RIVERS RANCH ROAD DISTRICT, OR

THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR

TIGARD WATER DISTRICT, OR

TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR

TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR

TILLAMOOK COUNTY S.W.C.D., OR

TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR

TILLAMOOK FIRE DISTRICT, OR

TILLAMOOK P.U.D., OR

TILLER R.F.P.D., OR

TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR

TOLEDO R.F.P.D., OR

TONE WATER DISTRICT, OR

TOOLEY WATER DISTRICT, OR

TRASK DRAINAGE DISTRICT, OR

TRI CITY R.F.P.D. #4, OR

TRI-CITY WATER & SANITARY AUTHORITY, OR

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

TRIMET, OR

TUALATIN HILLS PARK & RECREATION DISTRICT

TUALATIN HILLS PARK & RECREATION DISTRICT, OR

TUALATIN S.W.C.D., OR

TUALATIN VALLEY FIRE & RESCUE

TUALATIN VALLEY FIRE & RESCUE, OR

TUALATIN VALLEY IRRIGATION DISTRICT, OR

TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR

TUMALO IRRIGATION DISTRICT, OR

TURNER FIRE DISTRICT, OR

TWIN ROCKS SANITARY DISTRICT, OR

TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR

TWO RIVERS S.W.C.D., OR

TWO RIVERS SPECIAL ROAD DISTRICT, OR

TYGH VALLEY R.F.P.D., OR

TYGH VALLEY WATER DISTRICT, OR

UMATILLA COUNTY FIRE DISTRICT #1, OR

UMATILLA COUNTY S.W.C.D., OR

UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR

UMATILLA HOSPITAL DISTRICT, OR

UMATILLA R.F.P.D. #7-405, OR

UMATILLA-MORROW RADIO AND DATA DISTRICT, OR

UMPQUA S.W.C.D., OR

UNION CEMETERY MAINTENANCE DISTRICT, OR

UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR

UNION COUNTY VECTOR CONTROL DISTRICT, OR

UNION GAP SANITARY DISTRICT, OR

UNION GAP WATER DISTRICT, OR

UNION HEALTH DISTRICT, OR

UNION R.F.P.D., OR

UNION S.W.C.D., OR

UNITY COMMUNITY PARK & RECREATION DISTRICT, OR

UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR

UPPER MCKENZIE R.F.P.D., OR

UPPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR

VALE RURAL FIRE PROTECTION DISTRICT, OR

VALLEY ACRES SPECIAL ROAD DISTRICT, OR

VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR

VALLEY VIEW WATER DISTRICT, OR

VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR

VERNONIA R.F.P.D., OR

VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR

VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR

WALLA WALLA RIVER IRRIGATION DISTRICT, OR

WALLOWA COUNTY HEALTH CARE DISTRICT, OR

WALLOWA LAKE COUNTY SERVICE DISTRICT, OR

WALLOWA LAKE IRRIGATION DISTRICT, OR

WALLOWA LAKE R.F.P.D., OR

WALLOWA S.W.C.D., OR

WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR

WAMIC R.F.P.D., OR

WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR

WASCO COUNTY S.W.C.D., OR

WATER ENVIRONMENT SERVICES, OR

WATER WONDERLAND IMPROVEMENT DISTRICT, OR

WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR

WATSECO-BARVIEW WATER DISTRICT, OR

WAUNA WATER DISTRICT, OR

WEDDERBURN SANITARY DISTRICT, OR

WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR

WEST EXTENSION IRRIGATION DISTRICT, OR

WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR

WEST MULTNOMAH S.W.C.D., OR

WEST SIDE R.F.P.D., OR

WEST SLOPE WATER DISTRICT, OR

WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR

WEST VALLEY FIRE DISTRICT, OR

WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR

WESTERN LANE AMBULANCE DISTRICT, OR

WESTLAND IRRIGATION DISTRICT, OR

WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR

WESTON CEMETERY DISTRICT #2, OR

WESTPORT FIRE AND RESCUE, OR

WESTRIDGE WATER SUPPLY CORPORATION, OR

WESTWOOD HILLS ROAD DISTRICT, OR

WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR

WHITE RIVER HEALTH DISTRICT, OR

WIARD MEMORIAL PARK DISTRICT, OR

WICKIUP WATER DISTRICT, OR

WILLAKENZIE R.F.P.D., OR

WILLAMALANE PARK & RECREATION DISTRICT, OR

WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR

WILLIAMS R.F.P.D., OR

WILLOW CREEK PARK DISTRICT, OR

WILLOW DALE WATER DISTRICT, OR

WILSON RIVER WATER DISTRICT, OR

WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR

WINCHUCK R.F.P.D., OR

WINSTON-DILLARD R.F.P.D., OR

WINSTON-DILLARD WATER DISTRICT, OR

WOLF CREEK R.F.P.D., OR

WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR

WOODBURN R.F.P.D. NO. 6, OR

WOODLAND PARK SPECIAL ROAD DISTRICT, OR

WOODS ROAD DISTRICT, OR

WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR

WY'EAST FIRE DISTRICT, OR

YACHATS R.F.P.D., OR

YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR

YAMHILL SWCD, OR

YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR

ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD

BEAVERTON SCHOOL DISTRICT

BEND-LA PINE SCHOOL DISTRICT

BOGALUSA HIGH SCHOOL, LA

BOSSIER PARISH SCHOOL BOARD

BROOKING HARBOR SCHOOL DISTRICT

CADDO PARISH SCHOOL DISTRICT

CALCASIEU PARISH SCHOOL DISTRICT

CANBY SCHOOL DISTRICT

CANYONVILLE CHRISTIAN ACADEMY

CASCADE SCHOOL DISTRICT

CASCADES ACADEMY OF CENTRAL OREGON

CENTENNIAL SCHOOL DISTRICT

CENTRAL CATHOLIC HIGH SCHOOL

CENTRAL POINT SCHOOL DISTRICT NO.6

CENTRAL SCHOOL DISTRICT 13J

COOS BAY SCHOOL DISTRICT NO.9

CORVALLIS SCHOOL DISTRICT 509J

COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2

DAVID DOUGLAS SCHOOL DISTRICT

DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS

DESCHUTES COUNTY SCHOOL DISTRICT NO.6

DOUGLAS EDUCATIONAL DISTRICT SERVICE

DUFUR SCHOOL DISTRICT NO.29

EAST BATON ROUGE PARISH SCHOOL DISTRICT

ESTACADA SCHOOL DISTRICT NO.10B

FOREST GROVE SCHOOL DISTRICT

GEORGE MIDDLE SCHOOL

GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7

GREATER ALBANY PUBLIC SCHOOL DISTRICT

GRESHAM BARLOW JOINT SCHOOL DISTRICT

HEAD START OF LANE COUNTY

HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT

JACKSON CO SCHOOL DIST NO.9

JEFFERSON COUNTY SCHOOL DISTRICT 509-J

JEFFERSON PARISH SCHOOL DISTRICT

JEFFERSON SCHOOL DISTRICT

JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT

KLAMATH FALLS CITY SCHOOLS

LAFAYETTE PARISH SCHOOL DISTRICT

LAKE OSWEGO SCHOOL DISTRICT 7J

LANE COUNTY SCHOOL DISTRICT 4J

LINCOLN COUNTY SCHOOL DISTRICT

LINN CO. SCHOOL DIST. 95C

LIVINGSTON PARISH SCHOOL DISTRICT

LOST RIVER JR/SR HIGH SCHOOL

LOWELL SCHOOL DISTRICT NO.71

SALEM-KEIZER PUBLIC SCHOOLS 24J

MARION COUNTY SCHOOL DISTRICT 103

MARIST HIGH SCHOOL, OR

MCMINNVILLE SCHOOL DISTRICT NOAO

MEDFORD SCHOOL DISTRICT 549C

MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR

MULTNOMAH EDUCATION SERVICE DISTRICT

MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41

NEAH-KAH-NIE DISTRICT NO.56

NEWBERG PUBLIC SCHOOLS

NESTUCCA VALLEY SCHOOL DISTRICT NO.101

NOBEL LEARNING COMMUNITIES

NORTH BEND SCHOOL DISTRICT 13

NORTH CLACKAMAS SCHOOL DISTRICT

NORTH DOUGLAS SCHOOL DISTRICT

NORTH WASCO CITY SCHOOL DISTRICT 21

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

ONTARIO MIDDLE SCHOOL

OREGON TRAIL SCHOOL DISTRICT NOA6

ORLEANS PARISH SCHOOL DISTRICT

PHOENIX-TALENT SCHOOL DISTRICT NOA

PLEASANT HILL SCHOOL DISTRICT

PORTLAND JEWISH ACADEMY

PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT

REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT

ROSEBURG PUBLIC SCHOOLS

SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J

SILVER FALLS SCHOOL DISTRICT 4J

SOUTH LANE SCHOOL DISTRICT 45J3

SOUTHERN OREGON EDUCATION SERVICE DISTRICT

SPRINGFIELD PUBLIC SCHOOLS

SUTHERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55

TERREBONNE PARISH SCHOOL DISTRICT

THE CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT

UMATILLA MORROW ESD

WEST LINN WILSONVILLE SCHOOL DISTRICT

WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT

ALIANZA ACADEMY, UT

ALPINE DISTRICT, UT

AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT

BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT

BEAR RIVER CHARTER SCHOOL, UT

BEAVER SCHOOL DISTRICT, UT

BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT

BOX ELDER SCHOOL DISTRICT, UT

CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT

CANYON RIM ACADEMY, UT

CANYONS DISTRICT, UT

CARBON SCHOOL DISTRICT, UT

CHANNING HALL, UT

CHARTER SCHOOL LEWIS ACADEMY, UT

CITY ACADEMY, UT

DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT

DAVIS DISTRICT, UT

DUAL IMMERSION ACADEMY, UT

DUCHESNE SCHOOL DISTRICT, UT

EARLY LIGHT ACADEMY AT DAYBREAK, UT

EAST HOLLYWOOD HIGH, UT

EDITH BOWEN LABORATORY SCHOOL, UT

EMERSON ALCOTT ACADEMY, UT

EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT

EXCELSIOR ACADEMY, UT

FAST FORWARD HIGH, UT

FREEDOM ACADEMY, UT

GARFIELD SCHOOL DISTRICT, UT

GATEWAY PREPARATORY ACADEMY, UT

GEORGE WASHINGTON ACADEMY, UT

GOOD FOUNDATION ACADEMY, UT

GRAND SCHOOL DISTRICT, UT

GRANITE DISTRICT, UT

GUADALUPE SCHOOL, UT

HAWTHORN ACADEMY, UT

INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT

ITINERIS EARLY COLLEGE HIGH, UT

JOHN HANCOCK CHARTER SCHOOL, UT

JORDAN DISTRICT, UT

JUAB SCHOOL DISTRICT, UT

KANE SCHOOL DISTRICT, UT

KARL G MAESER PREPARATORY ACADEMY, UT

LAKEVIEW ACADEMY, UT

LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT

LINCOLN ACADEMY, UT

LOGAN SCHOOL DISTRICT, UT

MARIA MONTESSORI ACADEMY, UT

MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL DISTRICT, UT

MOAB CHARTER SCHOOL, UT

MONTICELLO ACADEMY, UT

MORGAN SCHOOL DISTRICT, UT

MOUNTAINVILLE ACADEMY, UT

MURRAY SCHOOL DISTRICT, UT

NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT

NOAH WEBSTER ACADEMY, UT

NORTH DAVIS PREPARATORY ACADEMY, UT

NORTH SANPETE SCHOOL DISTRICT, UT

NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT

ODYSSEY CHARTER SCHOOL, UT

OGDEN PREPARATORY ACADEMY, UT

OGDEN SCHOOL DISTRICT, UT

OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT

PARK CITY SCHOOL DISTRICT, UT

PINNACLE CANYON ACADEMY, UT

PIUTE SCHOOL DISTRICT, UT

PROVIDENCE HALL, UT

PROVO SCHOOL DISTRICT, UT

QUAIL RUN PRIMARY SCHOOL, UT

QUEST ACADEMY, UT

RANCHES ACADEMY, UT

REAGAN ACADEMY, UT

RENAISSANCE ACADEMY, UT

RICH SCHOOL DISTRICT, UT

ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT

SAN JUAN SCHOOL DISTRICT, UT

SEVIER SCHOOL DISTRICT, UT

SOLDIER HOLLOW CHARTER SCHOOL, UT

SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT

SUCCESS ACADEMY, UT

SUCCESS SCHOOL, UT

SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT

SYRACUSE ARTS ACADEMY, UT

THOMAS EDISON - NORTH, UT

TIMPANOGOS ACADEMY, UT

TINTIC SCHOOL DISTRICT, UT

TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT

UINTAH RIVER HIGH, UT

UINTAH SCHOOL DISTRICT, UT

UTAH CONNECTIONS ACADEMY, UT

UTAH COUNTY ACADEMY OF SCIENCE, UT

UTAH ELECTRONIC HIGH SCHOOL, UT

UTAH SCHOOLS FOR DEAF & BLIND, UT

UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT

VENTURE ACADEMY, UT

VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT

WASATCH SCHOOL DISTRICT, UT

WASHINGTON SCHOOL DISTRICT, UT

WAYNE SCHOOL DISTRICT, UT

WEBER SCHOOL DISTRICT, UT

WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA

BIRTHINGWAY COLLEGE OF MIDWIFERY

BLUE MOUNTAIN COMMUNITY COLLEGE

BRIGHAM YOUNG UNIVERSITY - HAWAII

CENTRAL OREGON COMMUNITY COLLEGE

CENTENARY COLLEGE OF LOUISIANA

CHEMEKETA COMMUNITY COLLEGE

CLACKAMAS COMMUNITY COLLEGE

COLLEGE OF THE MARSHALL ISLANDS

COLUMBIA GORGE COMMUNITY COLLEGE

CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE

LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY

MT. HOOD COMMUNITY COLLEGE

MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY

OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY

PIONEER PACIFIC COLLEGE

PORTLAND COMMUNITY COLLEGE

PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPOUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND

UNIVERSITY OF NEW ORLEANS

WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT

UTAH STATE UNIVERSITY, UT

WEBER STATE UNIVERSITY, UT

SOUTHERN UTAH UNIVERSITY, UT

SNOW COLLEGE, UT

DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT

UTAH VALLEY UNIVERSITY, UT

SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREASURER

OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY

OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING

OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION

STATE OF LOUISIANA, 26^{TH} JUDICIAL DISTRICT ATTORNEY

STATE OF UTAH