



Request for Proposals

For

Proctoring Solutions: Live Online and Automated

Issued by:

Pennsylvania's State System of Higher Education
Office of the Chancellor

RFP #2020-COOP-LAV-45

Publication Date: September 24, 2020

Submission Date: October 26, 2020; 2:00 P.M. EST

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Proctoring Solutions

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Section I General Information

I.1 Overview

This Request for Proposals (RFP) provides interested Offerors with sufficient information to prepare and submit proposals for consideration by Pennsylvania's State System of Higher Education to provide: **Proctoring Solutions: Live Online and Automated.**

Pennsylvania's State System of Higher Education (State System or Principal Procurement Agency) has partnered with [OMNIA Partners](#) to make the resultant contracts (Master Contracts) 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 Partner's cooperative purchasing program. The State System is acting as the lead contracting agency for any other Public Agency that elects to utilize the resulting Master Contracts. Use of the Master Contracts by any Public Agency is preceded by registration with Omnia Partners (a Participating Public Agency). Appendix C contains additional information about OMNIA Partners and its cooperative purchasing agreement.

This RFP is expected to result in multiple participation award contracts. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. Qualified suppliers are invited to submit proposals based on the information provided in this RFP, with the intent to establish a national cooperative business alliance with Pennsylvania's State System of Higher Education and OMNIA Partners that will maximize the resources of both organizations to most effectively meet OMNIA Partners national participating agencies' and Pennsylvania's State System of Higher Education needs.

I.2 Issuing Office

This RFP is being issued for the State System by the Issuing Office listed below. The Issuing Office is the sole point of contact for this RFP. Please refer all inquiries to:

[Linda A. Venneri](#), CPSM
Collaborative Contracts Manager
[Pennsylvania's State System of Higher Education](#)
Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110
717-720-4135

From the Publication Date of this RFP until a determination is made regarding the selection of proposals, all contacts concerning this RFP must be made through the Issuing Office. Only information supplied by the Issuing Office, including responses to questions regarding the RFP, should be used in preparing proposals. If it is later discovered that any violations have occurred, the State System may reject the proposal and terminate the awarded contract.

I.3 Calendar of Events

Description	Date
Publication Date	September 24, 2020
Preproposal Conference	October 9, 2020
Deadline for Questions	October 15, 2020
Amendment Issued (Questions/Answers)	October 16, 2020
Submission Date/Time	October 26, 2020; 2:00 P.M. EST
Award	Estimated by November 18, 2020
Start	Upon execution of contract; estimated December 28, 2020

Preproposal Conference details will be shared separately with Offerors who select "Yes" in response to the Intent to Bid section at the State System's [eProcurement Exchange](#).

I.4 Description of the Organization

- A. Pennsylvania's [State System of Higher Education](#) (State System) was established by statute on July 1, 1983 and comprises [14 universities](#).
- B. In accordance with Title 62, Commonwealth Procurement Code, the State System facilitates a competitive bidding and contracting process. The Office of the Chancellor's Strategic Sourcing Office supports the 14 universities, and is responsible for identifying strategic contracting opportunities and establishing best value contracts in partnership with its Offerors.

I.5 Instructions for Proposal Preparation

- A. **Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.
- B. **Proposals.** Proposals must consist of a complete response to this RFP.
 - 1. Proposals must be submitted online utilizing the State System's [eProcurement Exchange](#).
 - 2. Proposals must consist of a complete response to the requirements outlined herein and shall be submitted to the Issuing Office no later than the required proposal Submission Date/Time listed above. Late proposal submissions will not be permitted.
 - 3. Proposal contents may become contractual obligations if and when a contract is executed.
 - 4. The proposal, as submitted, must remain valid during the entire solicitation, award, and contract finalization process.
 - 5. All cost data must be submitted as a separate document (Appendix B, Cost Proposal Form) apart from the Technical Proposal. **Absolutely no pricing can appear anywhere in the Technical Proposal.** Failure to meet this requirement will result in automatic disqualification of the proposal.

- C. **Questions.** Offerors may submit questions surrounding the RFP at the State System's [eProcurement Exchange](#). Answers to all questions will be posted as an addendum to the RFP and will become part of this RFP. Note: Offerors' identities will not be disclosed.
- D. **Addenda.** If it becomes necessary to revise any part of the RFP, addenda will be posted at the State System's [eProcurement Exchange](#). The information contained at this website is current and accurate. It is the Offeror's responsibility to check this website periodically to obtain any changes to the solicitation. Offerors must acknowledge all addenda in their proposal response. Offerors who fail to submit a current copy of the solicitation may be deemed nonresponsive.
- E. **Preproposal Conference.** A non-mandatory preproposal conference will be held at the location, date, and time specified above in Section I.3. The purpose of this conference is to clarify any points in the RFP which may not have been clearly understood. The preproposal conference is for information only. Answers to any questions asked during the conference will not be official until verified in writing by the Issuing Office via an Amendment to the RFP.
- F. **Best and Final Offers.**
1. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining Best and Final Offers (BAFOs). Negotiations may be pursued with a subset of responsible Offerors whose proposals best meet financial, contractual, technical, and support requirements for the University. Negotiations will be opened with firms of lower preference (one at a time, in order of preference) only if a fair and reasonable set of fees/billable rates and/or agreement of final contract terms and conditions cannot be established with the firm of higher preference.
 2. To obtain BAFOs from Offerors, the Issuing Office may do one or more of the following, in any order: (a) schedule oral presentations, (b) request revised proposals, or (c) enter into preselection negotiations.
 3. The following Offerors will not be invited by the Issuing Office to submit a BAFO: (a) those Offerors whom the Issuing Office has determined to be nonresponsive; or whose proposals the Issuing Office has determined to be nonresponsive, (b) those Offerors whom the Issuing Office has determined, from the submitted technical and cost proposals, not to possess the experience or qualifications to ensure good faith performance of the contract, or (c) those Offerors who technical proposal score is less than 75 percent of the total amount of technical points allocated to the technical criterion.
- G. **Response Date.** To be considered for selection, proposals must be submitted at the State System's [eProcurement Exchange](#) by the proposal Submission Date listed above.
- H. **Rejection of Proposals.** The University reserves the right to reject any and all responses received from Offerors as a result of this RFP, and to cancel this solicitation at any time prior to the execution of any contract.
- I. **RFP Protest Procedure.** The notice concerning Protest of Solicitation or Award is published at the State System's [website](#).
- J. **Incurring Costs.** The University is not liable for and will not reimburse any costs or expenses incurred by Offerors in the preparation or submission of their proposals or for attendance at any conferences or meetings related to this RFP.

- K. **News Releases.** News releases pertaining to this RFP or any resulting contract may not be made without the State System's prior written approval, and then only in coordination with the Issuing Office.
- L. **Contractor Integrity Provisions.** It is essential that those who seek to contract with the Commonwealth of Pennsylvania (Commonwealth) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.
- M. **Contractor Responsibility Program.** Offerors must certify that they are not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government to the best of their knowledge. Additionally, Offerors must certify that they are not tax delinquent with either the Pennsylvania Department of Revenue or the Pennsylvania Department of Labor and Industry to the best of their knowledge. Offerors must acknowledge that if they are currently under suspension or debarment, or if they owe delinquent taxes, their proposal may not be accepted or considered. Offerors can certify to all of the above upon submittal of their proposal at the State System's [eProcurement Exchange](#).

Section II Post Award

II.1 Contract Award

The State System reserves the right to (1) award a single contract, (2) award multiple contracts, or (3) not award a contract. Negotiations will be pursued with a subset of responsible respondents whose proposals best meet the financial, contractual, technical, and support requirements for the University. This RFP shall not result in an exclusive rights contract.

National Contract

Pennsylvania's State System of Higher Education, as the Principal Procurement Agency, defined in Appendix C, 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. Pennsylvania's State System of Higher Education 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 Purchasing Cooperative Agreement, a form of which is attached hereto on Appendix C, or as otherwise agreed to. Appendix C 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, OMNIA 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 the organization is 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 through 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 found in Appendix C.

Pennsylvania's State System of Higher Education anticipates spending approximately \$5 million over the full potential Master Agreement term for **Proctoring Solutions: Live Online and/or Automated**. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of **Proctoring Solutions: Live Online and/or Automated** purchased under

the Master Agreement through OMNIA Partners is approximately \$50 million. This projection is based on the current annual volumes among Pennsylvania's State System of Higher Education, 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.

II.2 **Contract Terms**

- A. It is proposed that, if a contract is entered into as a result of successful negotiations, the selected supplier will be required to sign a Commonwealth of Pennsylvania Standard Contract [PASSHE-BB-3.1](#). The State System reserves the right to amend its Standard Contract Terms and Conditions.
- B. The term of the contract resulting from this solicitation will be for a term of three years with the option to renew for an additional two annual periods.
- C. Contract terms and conditions are negotiated upon issuance of an intent to award a contract. Certain contract terms are prohibited based on the State System's status as an agency of the Commonwealth of Pennsylvania. Prohibited contract clauses include those related to: arbitration, assignment, attorney's fees, court costs, entry of judgment, indemnity or hold-harmless provisions, law of the contract in a jurisdiction other than Pennsylvania, payment in advance, and payment of or requirement to carry insurance.
- D. The following contract elements of the [Standard Contract for a Blueback Contract](#) are required, and the University reserves the right to refuse any and all requested changes to the following:

Section	Description
19	Limitation of University Liability
20	Hold Harmless
27	Nondiscrimination
28	Sexual Harassment
30	Background Checks for Minors
31	Mandatory Reporting Requirements
32	Contractor Responsibility
33	Contractor Integrity
36	Right of Offset
37	Right-to-Know Law
38	Applicable Law

- E. The Offeror will be deemed to have accepted the standard terms and conditions, except as expressly called out in its proposal. If exceptions are taken, the Offeror must submit a "redlined" version of the term or condition showing all proposed modifications, including an explanation as to why the modification is required. **The Offeror's willingness to accept the State System's contract terms and conditions, with minor clarifications, shall be an affirmative factor in evaluating the supplier's proposal.**
- F. Although the University will consider alternate language by an Offeror, the State System will not be bound by contract language received as part of a prospective provider's

response. If the Offeror requires that the State System be bound by some or all of the Offeror's proposed contract language, the proposal may be considered nonresponsive and may be rejected.

II.3 Proposer's Exceptions to Terms and Conditions

Any exceptions, deviations, or contingencies an Offeror may have to the State System's contract terms and conditions must be documented. Exceptions, deviations, or contingencies stipulated in an Offeror's proposal, while possibly necessary in the view of the Offeror, may result in disqualification of a proposal.

II.4 Prime Offeror/Subcontracting

Eligible Offerors will be considered prime Offerors with respect to any work they are awarded. Any use of subcontractors must be approved in writing by the State System. Prime Offerors are encouraged to solicit quotes from small diverse businesses when requiring subcontractors.

II.5 Disclosure of Proposal Contents and Open Records

- A. Offerors' proposals may become part of the contract award resulting from this RFP and are not, therefore, confidential. The State System has the right to use any other concepts presented in any reply to this RFP. Selection or rejection of a proposal does not affect this right.
- B. All responses to procurement opportunities are subject to Pennsylvania's Right-to-Know Law, 65 P.S. §67.101 et seq. (Act 3 of 2008). The Right-to-Know Law permits requestors to inspect and/or copy any record prepared, received, or retained in connection with a transaction, business, or activity of a public office or agency that is not subject to the enumerated exemptions under the law. If an Offeror's response to this procurement opportunity contains a trade secret or confidential proprietary information, the Offeror's response should include a separate signed written statement to that effect identifying any such information. Should the Offeror's response become the subject of a Pennsylvania Right-to-Know Law request, the procurement office will notify the Offeror to identify or confirm all trade secrets or confidential and proprietary information that is included in the Offeror's proposal. The State System will then determine whether the claimed trade secret or confidential and proprietary information is subject to disclosure under applicable law and grant or deny the request accordingly. Should the request be denied and the requestor appeal that denial, the State System will notify the Offeror of the appeal and the Offeror's opportunity to request to participate in the appeal as a party of interest. The State System will not represent the interests of the Offeror in any appeal nor will the State System compensate or reimburse any expenses of the Offeror in connection with a request of information under the Right-to-Know Law.

II.6 Debriefing Conference

Offerors whose proposals are not selected will be notified of the name of the selected supplier(s) and will be given the opportunity to be debriefed. The purpose of a debrief conference is not to compare proposals, but to provide information that may assist individual Offerors in preparing future proposals. The Issuing Office will schedule the date, time, and location of the debrief conference.

Section III Work Statement

III.1 Objective

The State System is soliciting proposals to provide **Proctoring Solutions: Live Online and/or Automated** that integrate with various Learning Management Systems (LMS). Offerors must be able to authenticate a student's identity, provide oversight for assessments/exams, and inform faculty of issues that arise during the examination process. Exams may be expected to be proctored remotely.

III.2 Nature and Scope of the Project

Offerors are expected to provide a secure and flexible Proctoring Solution for live online and/or automated testing. The State System seeks cost effective, convenient, and customizable solutions. The Proctoring Solution should allow the flexibility for faculty to select the level of online test security and to customize the test environment to meet desired exam specifications. It must be one that students and faculty can understand and easily use, and in which faculty have faith in as having a very high probability of detecting academic dishonesty during the examination process.

A. Live Online Proctoring

For high-stakes exams and critical certifications, live (human) proctoring is expected to oversee the entire exam, from authentication to test completion. Real-time on-screen support; immediate exam intervention is required.

B. Automated Proctoring

Online automated proctoring requires use of AI technology to monitor students during exams while ensuring the integrity through the use of web cameras and screen monitoring software.

III.3 Technical Requirements

The Proctoring Solution is expected to meet the following requirements.

A. Monitoring Process

1. Provide a detailed description of the following processes:
 - Pre-test Authentication (verifying student identities)
 - Scheduling and Managing Exams
 - Student Registration (including exam instructions)
 - Data Security (during exams)
 - Real-time Live Proctoring
 - Automated Proctoring
 - Recording and Viewing Exams (by faculty)
 - Violations (algorithms to detect and capture aberrant behavior)
 - End-to-End Security (active restriction of students' computers)
 - Post-exam Auditing
 - Content Protection
 - ADA Assistance
 - Other Advanced Monitoring Features
2. Provide a description of the methods used to ensure integrity of exams, exam passwords, and the testing environment (both the student's location and access to online materials during the exam). These methods should include visual and auditory observation.

3. Provide a description of your actionable plan to intervene in an exam where the integrity of the exam has been compromised.
4. Provide a description of your quality assurance processes to validate the proctor's results before submitting the results to the faculty.
5. Provide a mechanism for a faculty member to share any video evidence of cheating, either by downloading clips, streaming online, or some other similar mechanism should they need to take a student before a review board. Note: Recorded sessions should be available for five years unless available for download.
6. Provide a description of mechanisms for protection of faculty content.
7. Provide a description of how students are prevented from copying, pasting, and printing during exams.
8. Provide a description of exam durations being offered.
9. How are student accommodations verified, provided, and monitored?
10. Will the Solution be able to be used at off-campus premises (testing centers)?

B. Software/Hardware

Proposals should specify all software and hardware requirements such as computing graphics, RAM, and storage capacity. The Proctoring Solution must be compatible with all current operating systems and must be entirely browser-based and support all current versions of popular browsers (i.e., Firefox, Chrome, and Safari). The Proctoring Solution must have been implemented in a higher education environment for more than two years, and must provide a smooth workflow process for administration, faculty and students. It must be customizable with university logos. The Proctoring Solution must be [IMS Global Certified](#).

1. Software/Hardware – Provide a detailed description of the following features:

- Proctoring Solution Platform
- Hosting options
- LMS integrations
- Publisher Platform integrations
- Data Centers (locations)
- Third-party or subcontractor partnerships or involvement
- System scalability
- System redundancy and availability
- Backup and recovery strategy
- Disaster recovery, testing and business continuity plans

2. Data – Provide a detailed description of the following features:

- Data encryption in transit and at rest
- Security – data access and protection
- Data breaches
- Ownership of data
- Termination of services; what happens to the data?
- Restrictions on amount of data stored on the proposed solution

3. Security – Provide a detailed description of the following features:

- Restrictions on number of users accessing the proposed solution
- Student Privacy
- Security-related policies and procedures to which the Offeror's employees are required to adhere
- Web usability and ADA compliant accessibility of the proposed solution
- Proctoring tools must be IMS Global Certified

Note: Offerors may increase their liability by creating educational records and keeping them on file permanently on external servers. If student recordings are kept on a cloud server it may pose a higher risk of violating [FERPA](#). Offerors may not subcontract labor to a third-party as this may violate FERPA.

C. Technical and Customer Support

Provide a detailed description of the following:

- How is training provided to LMS staff, distance education services staff, faculty and students? Are ongoing training resources such as user documentation, how-to videos, and step-by-step instructions readily available in formats that allow for easy dissemination on institution's website, by e-mail, or by hard copy?
- Technical support for faculty, staff, and students
- Technologies required on devices being used by students (i.e., web cam, microphone, etc.)
- Support of devices, operating systems, and web browsers
- Third-party integrations
- Active Directory
- Customer Support Operations (assistance for users with difficulties accessing or using the solution, account manager's role)
- Available ordering methods – online ordering, order tracking, search options, order history

III.4. Reporting Needs

Provide a description and samples of available data reports. Do they include the length of exams, number of exams, list of students registered? Are customized reports available?

Section IV Information Required from Suppliers

IV.1 Required Information

Technical Proposals are to be straightforward, clear, concise and specific to the information requested. While suppliers are encouraged to submit the most creative, cost effective proposal possible, the inclusion of extraneous commercial and/or sales literature as a substitute for responses to questions included in the proposal is strongly discouraged. Any supplemental information that you elect to provide should be attached as additional appendices.

A. General

1. State the Supplier's understanding of the solution being requested by this RFP.
2. Include a narrative response that summarizes the key features and competitive advantages of the proposed solution that make it stand out from competing solutions.

B. Qualifications and Experience

1. Company

Include a brief history and description of the company, including the number of years in business and any ownership structure or management structure. Discuss how the firm's overall experience demonstrates its ability to successfully provide the solution.

2. Experience

Describe your organization's experience (including number of years in operation) as it pertains to providing a Proctoring Solution for higher education institutions. Submit three detailed case histories that demonstrate the breadth, depth and creativity of the solution that your firm can provide to the State System. At least one case history must be of a higher education institution (a state system is highly preferred). Provide a description of any industry best practices your firm utilizes. Include any industry awards your firm received.

3. References

Provide references from three of your clients from the past five years for services that are similar in scope, size and complexity to the Solution described in this RFP. At least one of these client references should preferably be from a higher education institution. Provide the following information for each client: client name and address; time period in which work was performed; and a short description of the work performed.

C. Technical Requirements

Provide a response to the requirements of Section III.3 including detailed descriptions of the Supplier's ability and proven success and expertise to provide a Proctoring Solution, its understanding of higher education entities, partnering plans, etc.

D. Value-Added Services

Describe in detail any value-added services that the Supplier can provide. This includes but is not limited to competitive advantages, efficiencies, and optional services distinct from the main technical requirements.

IV.2 Technical Proposal Format

- A. Proposals are to be straightforward, clear, concise, and specific to the information requested.
- B. While Offerors are encouraged to submit the most creative, cost-effective proposal possible, the inclusion of extraneous commercial and/or sales literature as a substitute for responses to questions included in the RFP is strongly discouraged. Attach any supplemental information as an appendix to the Technical Proposal.
- C. It is the responsibility of all Offerors to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear, and to check all of their responses for accuracy prior to submitting a proposal.
- D. Offerors are responsible for ensuring receipt of, and acknowledging, all addenda to this RFP in all Technical Proposals.
- E. All proposals must be properly marked and submitted via the State System's [eProcurement Exchange](#) by the Submission Date/Time listed in Section I.3 of this RFP.
- F. Include a detailed response to Appendix C, Exhibit A, OMNIA Partners Response for National Cooperative contract via the State System's [eProcurement Exchange](#) by the Submission Date/Time listed in Section I.3 of this RFP. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products 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.
- G. The successful Offeror will be required to sign Appendix C, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

IV.3 Cost Proposal Format

- A. Complete and submit Appendix B, Cost Proposal Form.
- B. The Cost Proposal Form is an Excel document that contains two tabs: (1) Instructions, and (2) Pricing.
- C. **All cost information must be kept separate and apart from the technical portion of the proposal.** Absolutely no pricing can appear anywhere in the Technical Proposal, including technical proposal appendices, SLAs, sample documents, etc.
- D. Prices proposed in the Offeror's response will be valid for a minimum of one year effective from the start of the contract.
- E. Offerors' proposals must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the State System.
- F. Offerors must explain the proposed process to implement price changes.
- G. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Awarded Offeror may conduct sales promotions involving price

reductions for a specified lesser period. Awarded Offeror may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

IV.4 **How to Submit an Online Proposal**

Log on to the State System's [eProcurement Exchange](#) and select the Bids tab. Click the link to the applicable solicitation and follow the directions at the Response tab.

IV.5 **What to Submit with the Proposal**

Folder #1: Technical Proposal

1. Submit your Technical Proposal as either an Adobe or a Word document. *
2. Include any relevant information as an appendix to the Technical Proposal (including samples) as an Adobe or Word document.
3. Name the documents as *Company Name Technical Proposal RFP Number*.
4. If submitting multiple documents, create a zip file.

Folder #2: Cost Proposal

1. Submit Appendix B, Cost Proposal Form as an Excel document. *
2. Name the document as *Company Name Cost Proposal RFP Number*.

Folder #3: Other Documents

1. If applicable, submit any User Agreements, Service Level Agreements, Click Through Agreements, etc., which the State System may be expected to sign. *
2. Name the documents as *Company Name Document Name RFP Number*.
3. If submitting multiple documents, create a zip file.

Upload the documents at the State System's [eProcurement Exchange](#) as shown at the Response tab.

*All documents must be renderable (able to browse, search, print, and edit). File names may not contain the following invalid characters: ;:~/><"|).

Section V Criteria for Selection

V.1 Evaluation of Proposals

All proposals will be reviewed and evaluated by a committee of qualified State System personnel (Proposal Evaluation Committee). The Proposal Evaluation Committee will recommend for selection the proposals that most closely meet the requirements of this RFP and satisfy the State System's needs.

- A. Responses will be evaluated first for responsiveness and thereafter for content. The Issuing Office will make award to the selected Offeror(s) based on the recommendation of the Proposal Evaluation Committee.
- B. If a response does not reasonably and substantially conform to all the terms and conditions in this solicitation, or if it requests unreasonable exceptions, it may be considered nonresponsive.
- C. While cost will be weighted heavily, it will not be the deciding factor in the selection process. The process of competitive negotiation (being used in this RFP) should not be confused with the different process of competitive sealed bidding. The latter process is used where goods/services being procured can be described precisely, and price is the determinative factor. With competitive negotiation (RFP), price is not required to be the determinative factor, although it may be, and the State System has the flexibility it needs to negotiate with Offerors to arrive at a mutually agreeable relationship.
- D. Experiences with the State System and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
- E. Recommendation of award will be based on the proposals that most closely meet the requirements of the RFP and satisfy the State System's objectives. A responsive Technical Proposal must achieve a minimum of 75 percent of the available technical points.

V.2 Evaluation Criteria

The following areas of consideration will be used in determining award:

- A. **Demonstrated Understanding of the State System's Requirements.** Refers to the Offeror's understanding of the State System's needs that generated the RFP, of the State System's objectives in asking for the solution, and of the nature and scope of the work involved.
- B. **Company Qualifications/Experience.** Includes competence and experience of the firm and its proposed resources. This includes the experience, expertise, and resources of the company and its personnel to meet the State System's objectives. A list of at least three projects in which the respondent has been directly involved that are comparable to the scope of work outlined herein must be provided.
- C. **Work Plan.** Refers to whether or not the Offeror's approach for assisting the State System responds to the written specifications and requirements of the RFP, and meets the State System's objectives. Of equal importance is whether the approach is completely responsive to all written specifications and requirements contained in the RFP.

- D. **References.** Refers to the references where a similar solution has been provided; especially to other higher education institutions.
- E. **Value-Added Services.** Includes but is not limited to competitive advantages, efficiencies, and optional services distinct from the main technical requirements.
- F. **Cost.** The State System desires the best pricing offered for the solution being requested. While this area will be weighted, it will not necessarily be the deciding factor in the selection process.

V.3 **Scoring Criteria**

- A. **Technical.** The Issuing Office has established the weight for the Technical criterion for this RFP as 67%. Evaluation will be based on selection criteria as per Part V.2, Evaluation Criteria.
- B. **Cost.** The Issuing Office has established the weight for the Cost criterion for this RFP as 33% of the total points. The Cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated as a percentage against this maximum. Note: Cost submittals will not be opened if an Offeror's technical score does not meet or exceed 75% of the total available technical points.

Data Security Addendum

Contractor acknowledges that the Contract between the Parties allows the Contractor access to Covered Data and Information (“CDI”), as defined below. This Data Security Addendum adds additional obligations concerning the use of CDI to the Contract between the parties.

1. Definitions

- a. **Covered Data and Information (“CDI”)** - includes (1) paper and electronic financial information that is marked as confidential; (2) “personal information” as that term is defined by Pennsylvania’s Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., as may be amended; (3) personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”), 20 USC 1232g; (4) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”), 45 CFR Part 160.103; (5) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999 (“GLB”), 15 USC 6809; (6) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (7) other financial account numbers, access codes, driver’s license numbers; state- or federal-identification numbers such as passport, visa or state identity card numbers; (8) and any other data marked as non-public that is provided by the University, its students or a third party to the Contractor to perform the services under this Contract.
- b. **Covered Parties** - The following are considered a “Covered Party” subject to the restrictions on the use of CDI: Contractor; employees or agents of Contractor who actually and legitimately need to access or use CDI in the performance of Contractor’s duties to University; and such third parties, such as but not limited to subcontractors, who have an actual and legitimate need to access or use CDI.
- c. **System** - An assembly of components that supports an operational role or accomplishes a specific objective including a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

2. Use of, Disclosure of, Storage of, or Access to CDI

- a. Contractor and Covered Parties shall only use, disclose, store, or access CDI in accordance with, and only to the extent permissible or necessary to fulfill obligations under the Contract, this Addendum and any other agreement between the parties and will not share CDI with or disclose it to any third party without the prior written consent of the University, except as required by the Contract or as otherwise required by applicable law.
- b. Contractor and Covered Parties shall only use, disclose, store, or access CDI in full compliance with any and all applicable laws and regulations, only to the extent applicable to Contractor, including but not limited to: FERPA, HIPAA, GLB, Federal Trade Commission Red Flags Rule, the Social Security Act, Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), U.S. export control laws, the European Union General Data Protection Regulation (GDPR), and personnel and data breach laws of the Commonwealth of Pennsylvania.
- c. Contractor will ensure all internal Covered Parties have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and this Addendum.
- d. Contractor shall require all third party Covered Parties to agree in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Addendum.

- e. Any transmission, transportation, or storage of CDI outside the United States is prohibited except on prior written authorization by the University.
- f. Contractor and Covered Parties may store CDI on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor that are consistent with the Contract and this Addendum.
- g. For CDI subject to FERPA, Contractor will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations. Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for University's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
- h. The parties agree that as between them, all rights including all intellectual property rights in and to CDI shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Contract.

3. Safeguarding CDI

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract and this Addendum, including but not limited to all terms relating to data and intellectual property protection.
- b. Contractor agrees that use, storage, and access to CDI shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices designed and implemented in such a manner to ensure the confidentiality, availability, and integrity of CDI and to avoid or prevent compromises, attacks and potential Data Breaches.
- c. Contractor will implement the controls reasonably necessary to protect any System owned or operated by Contractor that contains CDI: (1) using secure protocols and encryption to safeguard CDI in transit; (2) adding a host-based or external firewall to protect the System (or allowing the University to add a host-based or external firewall); (3) limiting administrative and remote access to the System; (4) limiting account access and privileges to the least necessary for the proper functioning of the System; (5) removing or disabling applications and services that are not necessary for the proper functioning of the System; (6) utilizing named user accounts and not generic or shared accounts; (7) utilizing Federated Single Sign On, Kerberos, or other industry compliant services for authentication and authorization; (8) avoidance of default passwords and capabilities that allow the changing of System and user passwords; (9) enabling an appropriate level of auditing and logging for the operating system and applications; and (10) take reasonable measures to protect CDI against deterioration or degradation of data quality and authenticity.
- d. The University reserves the right to request security information reasonably necessary to ascertain University's own compliance with state and federal data privacy laws. Upon the University's request, Contractor shall provide a copy of its most recent SOC 2 report, and that of any data center in which CDI is stored. The University may also require the Contractor to complete a Higher Education Cloud Vendor Assessment Tool (HECVAT) to ensure the services to be provided are appropriately assessed for security and privacy needs. Contractor agrees to cooperate with the University to ensure data is handled and systems are operated in compliance with applicable University policy and adopted standards.

4. Product Maintenance and Support

- a. Contractor shall have a process for the timely review, testing, and installation of patches essential for safeguarding the confidentiality, integrity, or availability of the System or CDI.
- b. Contractor will implement best practices for change management procedures, including a formal process to ensure that changes to a System are introduced in a controlled and coordinated manner to avoid or reduce the possibility that unnecessary changes, faults or vulnerabilities are introduced to the System, or that changes made by other users are undone.
- c. Contractor shall ensure that all products under subscription are remotely supported via a secure connection method that includes an audit log of events. Remote access shall be limited to an as needed or as requested basis. Contractor shall provide University with notice 12 months before the product becomes unsupported.

5. Contractor Access to University Systems

- a. In accordance with applicable policies, University login credentials may be given to contractors for the purposes of scheduled troubleshooting, maintenance, or updates to software provided or supplied by Contractor and installed on University-owned computer equipment. In such a case, University will provide the Contractor with credentials for logging in locally or through a secured Virtual Private Network (VPN), if required. Credentials will be issued by the University through a help desk ticket and issued for a specified time and disabled once that time has expired.
- b. As a condition of the Contractor's access to University computing equipment the Contractor represents that they will not attempt to access any system(s) other than the one(s) designated in the help desk ticket.
- c. All work performed by the Contractor while connected to University computing equipment may be monitored or verified by the University.

6. Data or Security Incident

- a. If Contractor becomes aware that CDI may have been accessed, disclosed, or acquired without proper authorization, Contractor shall immediately notify the specified University contact. Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the incident. Contractor shall give highest priority to immediately correcting any incident and shall devote such resources as may be required to accomplish that goal. Contractor shall fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident.
- b. Contractor shall promptly provide the University information necessary to enable the University to fully understand the nature and scope of the incident so that it can take appropriate action, including notice to individuals impacted and, if need be, notice to consumer reporting agencies as required by the Commonwealth's Breach of Personal Information Notification Act, 73 P.S. §§ 2301 et seq.
- c. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any incident, including but not limited to providing notification to individuals whose CDI was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the CDI exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the incident.
- d. Upon request, Contractor shall provide University information about what Contractor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access

to CDI. In the event that an incident requires Contractor's assistance in reinstalling software, such assistance shall be provided at no cost to the University. The University may discontinue any services or products provided by Contractor until the University, in its sole discretion, determines that the cause of the incident has been sufficiently mitigated.

- e. The Contractor shall coordinate all outbound communications regarding an incident with the University.

7. Compelled Disclosure of CDI

- a. Contractor shall promptly notify the University in writing of any subpoena, discovery request, court order, or other legal request or command to disclose CDI and provide the University sufficient time to obtain a court order or take any other action the University deems necessary to prevent disclosure or otherwise protect CDI. Contractor shall provide prompt and full cooperation in University's efforts to protect CDI. Upon request, Contractor will provide the University with a copy of its response.
- b. If the University receives a subpoena, discovery request, court order, or other legal request or command (including a request pursuant to the Pennsylvania Right to Know Law) or request seeking CDI maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

8. Data Transfer or Destruction Procedures

- a. Upon expiration or termination of the Contract, Contractor shall follow the University's instructions as to the preservation, transfer, or destruction of CDI. Any transfer to the University or a designated third party shall occur within a reasonable period of time and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to CDI during the transition.
- b. In the event the University requests destruction of CDI, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred CDI in accordance with standards that meet or exceed [National Institute of Standards and Technology \(NIST\) Special Publication 800-88r1 guidelines](#) pertaining to data sanitization using "purge" or "destroy" methods. Contractor agrees to provide documentation of data destruction.
- c. Contractor will notify the University of an impending cessation of its business and any contingency plans, immediately transfer any previously escrowed assets and CDI and provide the University access to facilities to remove and destroy University-owned assets and CDI. Contractor shall take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of all hardware and software involved in service delivery. Contractor will work closely with its successor to ensure a successful transition in advance of the final transition date, with minimal downtime and effect on the University. Upon request by the University, Contractor shall certify in writing to University that return or destruction of data has been completed. Prior to such return or destruction, Contractor shall continue to protect CDI in accordance with the terms of the Contract and this Addendum.
- d. The Contractor's obligations under this section shall survive termination of the Contract until all CDI has been returned or securely destroyed.

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Proctoring Solutions
APPENDIX B
Cost Proposal Form**

This Excel document consists of two tabs.

Tab #	This workbook contains the following worksheets:
1	Instructions
2	Price
<p>The purpose of the requested information in this workbook is to assist the State System in the review and evaluation of the Cost Proposals submitted by Offerors. Offerors are reminded that the responsibility for providing adequate supporting data and attachments lies solely with them. Further, Offerors must also bear the burden of proof in establishing reasonableness of their proposed costs; therefore, it is in the Offeror's best interest to submit a fully supportable and well-prepared cost proposal. The basis and rationale for all proposed costs should be provided as part of the proposal so that the State System evaluation team can place reliance on the information as current, complete, and accurate.</p>	
<p>As per Section V of the RFP, Criteria for Selection, all proposals will be reviewed and evaluated by a Proposal Evaluation Committee which will recommend for selection proposals that most closely meet the requirements of this RFP and satisfies the State System's needs.</p>	
<p>The worksheets contained in this workbook constitute the Cost Submittal. Completion of this workbook is a requirement of this RFP.</p>	
1	Pennsylvania's State System of Higher Education (State System or Principal Procurement Agency) has partnered with OMNIA Partners to make the resultant contracts (Master Contracts) 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 Partner's cooperative purchasing program. The State System is acting as the lead contracting agency for any other Public Agency that elects to utilize the resulting Master Contracts.
2	This RFP is expected to result in multiple participation award contracts. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.
3	The contract term will be for three years, with two annual renewal options.
4	Prices proposed in the Offeror's response will be valid for a minimum of one year effective from the start of the contract.
<p>DIRECTIONS</p>	
1	On Tab 2, Enter pricing per product/service being offered. Insert additional rows as needed.

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APPENDIX B
Cost Proposal Form

Enter Company Information:

COMPANY NAME:	
CONTACT:	
TITLE:	
EMAIL:	
PHONE:	

INSTRUCTIONS:
 Insert additional rows for each product/service being offered. Provide a Price and Product Description for each line item.

Product/Service	Price	Product/Service Description
Live Online Proctoring		
Automated Proctoring		
Implementation		
Training		
Lockdown Browser		
Webcam Recordings		
Screen Recordings		
Volume Pricing		
Value-Added Offering		

INSTRUCTIONS:
 Describe how future price increases will be minimized and capped and provide any applicable renewal price escalators for Years 2 - 5. Explain the proposed process to implement price changes.

APPENDIX C



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

Pennsylvania State System of Higher Education (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 Proctoring Solutions: In-Person, Online and/or Automated. 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 \$50 million 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.). 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. 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 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 sales persons 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 an 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 ensure 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
 - ii. 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:

- i. 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.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

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.

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. 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

8. 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 12 – 23, 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.

NATIONAL PROMOTION

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. 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 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

15. 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.

16. 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.

17. 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.

18. 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

B. Supplier:

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

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 (“**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 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

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME 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 conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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 offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of 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.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance 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 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 (EPA)

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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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.

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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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: _____ Date: _____

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 by law.
- (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-Kickback Act.

- 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. Applicability: 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.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless 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.
- (2) 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) Subcontracts. 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. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, 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 part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: 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. See 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 certify and 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 accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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) Meeting contract 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. See DHS 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. See 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.

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: _____ Date:

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 statutes. 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	Ownership Disclosure Form
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

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.

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

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

Date

Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

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 Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Date

Authorized Signature and Title

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.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature Printed Name Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____
(Notary Public)	(Affiant)
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.

DOC #7

**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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

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
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 CITIES
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
ELSNORE, 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
CLACKAMAS RIVER WATER, OR
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
I N (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
LAFORCHE PARISH HEALTH UNIT – DHH-OPH REGION 3

LIDLAW 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 UMPQUA 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
PINWOOD 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 UMPQUA, 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
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD 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
MARION COUNTY SCHOOL DISTRICT
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
UMPQUA 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, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH