

# 7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708

www.esc4.net

### NOTICE TO OFFEROR

Solicitation Number 19-12
Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Performing Arts Apparel, Instruments, Furnishings, Storage, and Related Services

SUBMITTAL DEADLINE: Thursday, September 26, 2019, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at <a href="mailto:questions@esc4.net">questions@esc4.net</a> no later than September 9, 2019. All questions and answers will be posted to <a href="https://www.esc4.net/services/purchasing/region-4-omnia-solicitations">https://www.esc4.net/services/purchasing/region-4-omnia-solicitations</a>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

#### NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on Thursday August 29, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at <a href="mailto:cwallace@esc4.net">cwallace@esc4.net</a>, by Wednesday August 28, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: August 8, 2019

#### I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for <u>Performing Arts Apparel</u>, <u>Instruments</u>, <u>Furnishings</u>, <u>Storage</u>, <u>and Related Services</u>. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers <u>Performing Arts Apparel</u>, <u>Instruments</u>, <u>Furnishings</u>, <u>Storage</u>, <u>and Related Services</u>, if Offers only have the ability to provide for some but not all of the areas identified in this RFP, they may choose to submit for one or more areas. Areas are broken down to include: performing arts apparel, instruments, furnishings, storage, and related services. Each awarded Contractor may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 34 open-enrollment charter schools, representing more than 1.2 million students, 95,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

#### NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with 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. Region 4 ESC 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"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

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, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Performing Arts Apparel, Instruments, Seating, Equipment, and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$5M. This projection is based on the current annual volumes among Region 4 ESC, 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 Contractor and OMNIA Partners.

#### **Products and Services**

Contractor(s) shall, at the request on Omnia Partners member, provide these covered products and associated services under the terms of this RFP and the contract terms and conditions. Contractor(s) shall assist the Omnia Partner member with making a determination of its individual needs, as stated below.

Products and services may include, but are not limited to:

- Apparel accessories
- Band uniforms
- Blouses
- Choir
- Dresses
- Gowns
- Jackets
- Orchestra
- Shells
- Shoes
- Shrugs
- Skirts
- Tops
- Tuxedos
- Woodwind instruments
- Brass instruments
- Percussion instruments

- String instruments
- Classroom instruments
- Keyboards and Pianos
- Repair & tuning
- Instrument accessories
- Auditorium Seating
- Music instrumental and vocal, including but not limited to UIL listings, method books, etc.
- Sound systems and acoustic related products
- Indoor performance products and equipment, including but not limited to podiums, workstations, staging equipment, storage/lockers, indoor lighting, rigging, etc.
- Outdoor performance products and equipment, including but not limited to field podiums, mobile storage/lockers, carts, outdoor lighting, etc.

Offeror's are strongly encouraged to submit their entire catalogue within this scope. All products should be offered with a minimum one year standard warranty. Extended warranties may be offered as part of the Respondent's submission under the guidelines of section IV. Evaluation Process and Criteria, item 2 of this RFP.

#### **Customer Support**

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

#### II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	August 8, 2019
Pre-proposal Conference	August 29, 2019
Deadline for receipt of questions via email	September 9, 2019
Issue Addenda (if required)	TBD
Proposal Due Date	September 26, 2019
Approval from Region 4 ESC	October 22, 2019
Contract Effective Date	November 1, 2019

#### **III. INSTRUCTIONS TO OFFERORS**

1. Key Definitions

**Contract**: The legal agreement executed between Region 4 ESC and the awarded Offeror.

A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive

solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

**Offeror:** A supplier submitting a proposal in response to a solicitation.

- 2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than September 9, 2019. ΑII questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.
- 3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

- 4. <u>Current products</u>: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
- 5. <u>Proposal Format:</u> Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

#### 6. Binder Tabs:

- Tab 1 Draft Contract and Offer and Contract Signature Form (Appendix A)
  - a. Terms and Conditions Acceptance Form (Appendix B)
- Tab 2 Products/Pricing
- Tab 3 Performance Capability
  - a. OMNIA Partners documents
- Tab 4 Qualification and Experience
  - a. References
- Tab 5 Value Add
- Tab 6 Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign
- 7. <u>Additional Agreements</u>: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
- 8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

- 9. <u>Disclosures</u>: By signing the Offer and Contract Signature Form, Offeror affirms:
  - a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
    - Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
  - b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.
  - c) Offeror is not currently delinquent in the payment of any franchise taxes.

- d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 10. <u>Waiver</u>: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.
  - Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.
- 11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.
- 12. <u>Mailing of Proposals:</u> All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From	
Company	
Address	
City, State, Zip	
Solicitation Name and Number	Due Date and Time

- 13. <u>Amendment of Proposal</u>: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
- 14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

- withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.
- 15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
- 16. <u>Non-Responsive Proposals</u>: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
- 17. <u>Discussions</u>: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
- 18. <u>Negotiations</u>: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
- 19. <u>Best and Final Offer</u>: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
- 20. <u>Specifications</u>: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- 21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- 22. <u>Samples</u>: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
- 23. <u>Formation of Contract</u>: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
- 24. <u>Multiple Awards</u>: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
- 25. <u>Non-Exclusive</u>: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
- 26. <u>Protest Procedure</u>: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
  - a) Name, address and telephone number of protester;
  - b) Original signature of protester or its representative;
  - c) Identification of the solicitation by RFP number;
  - d) Detailed statement of legal and factual grounds including copies of relevant documents; and
  - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

#### IV. EVALUATION PROCESS AND CRITERIA

- A committee will review and evaluate all responses and make a recommendation for award
  of Contract(s). The recommendation for Contract awards will be based on the predetermined
  criteria factors outlined in this section, where each factor is assigned a point value based on
  its importance. In evaluating the responses, the following predetermined criteria is considered:
  - a) Products/Pricing (40 Points)
  - b) Performance Capability (30 Points)
  - c) Qualification and Experience (20 Points)
  - d) Value Add (10 Points)
- 2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

#### a) Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
  - Manufacturer part #
  - Offeror's Part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

- iii. Is pricing available for all products and services?
- iv. Describe any shipping charges.
- v. Provide pricing for warranties on all products and services.
- vi. Describe any return and restocking fees.
- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- viii. Describe how customers verify they are receiving Contract pricing.
- ix. Describe payment methods offered.
- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with

- discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

#### b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. 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.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is Offeror's average Fill Rate?
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
- vii. Describe Offeror's return and restocking policy.
- viii. Describe Offeror's ability to meet service and warranty needs.
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- x. Describe Offeror's invoicing process.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xiv. Describe the Offeror's safety record.
- xv. Provide any additional information relevant to this section.

#### c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- viii. Provide any additional information relevant to this section.

#### d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
- 3. <u>Competitive Range</u>: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
- 4. <u>Past Performance</u>: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
- 5. <u>Additional Investigations</u>: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

# <u>APPENDIX A</u> DRAFT <u>CONTRACT</u>

This Contract ("Contract") is made as	of	, 201	1X by an	d b	etween		
, ,	("Contractor")	and	Region	4	Education	Service	Center
("Region 4 ESC") for the purchase of							("the
products and services").							

#### RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) <u>Term of agreement</u>. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- i. This Contract
- ii. Offeror's Best and Final Offer
- iii. Offeror's proposal
- iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications:
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) <u>Marketing</u>. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

## **OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name			
Address			
City/State/Zip			
<b>T</b> :41 a			
Authorized signature			
Accepted by Region 4 ESC:			
Contract No.	_		
Initial Contract Term		to	
Region 4 ESC Authorized Boa	ırd Member		Date
Print Name			
Region 4 ESC Authorized Boa	ırd Member		 Date
Print Name			

#### Appendix B

#### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

## <u>Appendix C</u> <u>ADDITIONAL REQUIRED DOCUMENTS</u>

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

Date

# ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

#### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

We acknowledge Region 4 ESC's Open Records Policy and declare that no information

	submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
	We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.
pelieve exemp secret n stric	Offeror must specify page-by-page and line-by-line the parts of the response, which it es, are exempt. In addition, Offeror must include detailed reasons to substantiate the otion(s). Price is not confident and will not be withheld. All information believed to be a trade or proprietary must be listed. It is further understood that failure to identify such information, or accordance with the instructions, will result in that information being considered public pation and released, if requested under the Public Information Act.)

Authorized Signature & Title

# ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Contact	
		Signature
<del>-</del>		Printed Name
Address		Position with Company
	Official Authorizing Proposal	
		Signature
		Printed Name
Phone		
		Position with Company
Fax		

#### Implementation of House Bill 1295

#### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

Last Revision: February 16, 2016

#### **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends C Texas Government Code to add Subchapter F, prohibits contracting with a c business with Iran, Sudan or a foreign terrorist organization identified on a Texas Comptroller.	ompan	y engaged in
I,, as	an	authorized
representative of		
	, а	contractor
engaged by Insert Name of Company		
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX writing that the above-named company affirms that it (1) does not boycott Is boycott Israel during the term of this contract, or any contract with the agovernmental entity in the future.	rael; a	nd (2) will not
Also, our company is not listed on and we do not do business with compa Texas Comptroller of Public Accounts list of Designated Foreign Terrorists at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a> .		
I further affirm that if our company's position on this issue is reversed and longer valid, that the above-named Texas governmental entity will be notified (1) business day and we understand that our company's failure to affirm a requirements of Texas Government Code 2270 et seq. shall be grounds for termination without penalty to the above-named Texas governmental entity.	in writi and cor	ng within one mply with the
I swear and affirm that the above is true and correct.		
Signature of Named Authorized Company Representative		Date

### **Appendix D**



# 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.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners 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

Region 4 ESC (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 Performing Arts Apparel, Instruments, Furnishings, Storage, and Related Services. 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. 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 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.

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

Requirements for National Cooperative Contract Page 3 of 54

- 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 \$5M 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 are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. 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 this contract 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 Contract if the purchase order is issued prior to the expiration of the Contract. 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.
- 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.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. 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.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

#### 3.2 **Distribution, Logistics**

- A. 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. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. 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:
  - Creation and distribution of a co-branded press release to trade publications i.
  - ii. Announcement, contract 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
  - Commitment to attendance and participation with OMNIA Partners at iv. 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
  - Commitment to attend, exhibit and participate at the NIGP Annual Forum v. in an area reserved by OMNIA Partners for partner suppliers. Booth space

Requirements for National Cooperative Contract

- 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 contract 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

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- 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 setup, 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.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector 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, Public Sector"), and ("Supplier").				
RECITALS				
WHEREAS, the				
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, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as <a href="Exhibit B">Exhibit B</a> ) (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, Public Sector to Public Agencies;				
WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;				

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

WHEREAS, OMNIA Partners, Public Sector 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, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector 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, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR 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, Public Sector 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.
- 9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

## NATIONAL PROMOTION

- 10. OMNIA Partners, Public Sector 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, Public Sector program by either registering on the OMNIA Partners, Public Sector website (<a href="www.omniapartners.com/publicsector">www.omniapartners.com/publicsector</a>), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. 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, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other

party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of \_\_ percent (\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("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, Public Sector by the 10<sup>th</sup> 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, Public Sector' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, 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, Public Sector designated financial institution identified in <a href="Exhibit D">Exhibit D</a>. 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, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector' 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, Public Sector receives such report. In addition, OMNIA Partners, Public Sector 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, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector 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, Public Sector' 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, Public Sector' costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, 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, Public Sector.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.
  - A. OMNIA Partners, Public Sector:

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

В.	Sup	plie	r:			
						 _
						 -
				 	 	 -

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein

contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	OMNIA PARTNERS, PUBLIC SECTOR
Signature	Signature
<u></u>	Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
	Contracting
Title	Title
Date	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, Public Sector") 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, Public Sector and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

#### **RECITALS**

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

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

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

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

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), 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, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; 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, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

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

## **EXHIBIT D**

## OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurer Intergovernmental Purchasing Alliance Compublic Sector ("OMNIA Partners, Public SeAgreements for Products as specified in the at Certificate.	oany, a Delaware ector"), [NAME	corporation d OF PPA] ag	l/b/a OMNIA rees to pursi	Partners, ue Master
I hereby acknowledge, in my capacity as ("Principal Procurement Agency"), that I has conditions set forth in the attached Master In regulating the use of the Master Agreements made available by Principal Procurement Agency ("Months and "Months are through OMNIA Partners, Public Sector.")	we read and here tergovernmental and purchase of	eby agree to Cooperative I Products that	the general Purchasing At from time to	terms and agreement or time are
I understand that the purchase of one or a Intergovernmental Cooperative Purchasing A Participating Public Agency.				
Authorized Signature, [PRINCIPAL PROCU	REMENT AGEN	NCY]		
Signature				
Name				
Title				
Date				

## **EXHIBIT E**

## OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

-		ARTNERS							
EX	HIBIT C - CONTRAC (to be submitted electr				E				
ON	NIA Partners Co				rt				
Supplier Name:				, ,					
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
	•								
					F	Report Totals			
					Cumulative Co				

## **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 \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micropurchase.)

**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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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 subgraeffected and the basis for settlement. (All contracts in excess of \$10,000)	antee including the manner by which it will be
Pursuant to Federal Rule (B) above, when a Participating Agency expends feder to immediately terminate any agreement in excess of \$10,000 resulting from thi 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. Initials of Authorized Representative of offeror Does offeror agree? YES (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. \_\_\_\_\_Initials of Authorized Representative of offeror Does offeror agree? YES (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 subawards 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

Initials of Authorized Representative of offeror

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 guarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE W	ITH THE ENERGY POLICY AND CONSERVATION ACT
will comply with the mandatory standards and policies	y contract resulting from this procurement process, offeror certifies that it relating to energy efficiency which are contained in the state energy olicy 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
CEDTIFICATION OF COMP	N LANCE WITH DHY AMEDICA DROVISIONS
CERTIFICATION OF COMP	PLIANCE WITH BUY AMERICA PROVISIONS
Administration funds, offeror certifies that its products comprovide such certification or applicable waiver with respect	administration, Federal Railroad Administration, or Federal Transit ply with all applicable provisions of the Buy America Act and agrees to to specific products to any Participating Agency upon request. must still follow the applicable procurement rules calling for free and
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF AC	CESS TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other records of offeror that are p	or any of their duly authorized representatives shall have access to any pertinent to offeror's discharge of its obligations under the Contract for the transcriptions. The right also includes timely and reasonable access to sion relating to such documents.
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF A	PPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the C	Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	Initials of Authorized Representative of offeror
	cal laws, rules, regulations and ordinances, as applicable. It is e with all provisions, laws, acts, regulations, etc. as specifically
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 statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	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>I</i>	, that there are no p	partners and the business is not
incorporated, and the provisions of N.J.	S. 52:25-24.2 do not app <b>OR:</b>	lly.
<i>I</i>	, a partner in_	, do hereby
	the partners is itself a cockholders holding 10% of ter interest in that partn	orporation or partnership, there is also set or more of that corporation's stock or the
I	OR:	d representative of
		t the following is a list of the names and
addresses of all stockholders in the corp	oration who own 10% o ockholders is itself a corp ckholders holding 10% o	r more of its stock of any class. I further poration or partnership, that there is also set or more of the corporation's stock or the
(Note: If there are no partners or stoc	kholders owning 10%	or more interest, indicate none.)
Name	Address	Interest
	information contained h	erein, 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, o Name	of the	
Name	City	
in the County of	, State of	
of full age, being duly sworn acc	cording to law on my oath depo	ose and say that:
I am theTitle	of the firm of	
Title	v	Company Name
all statements contained in said profull knowledge that relies upon the statements contained in this affidate work.  I further warrant that no person or such contract upon an agreement contingent fee, except bona fide emaintained by	e truth of the statements cont wit in awarding the contract for selling agency has been emplo or understanding for a com	ained in said proposal and in the raid goods, services or public byed or retained to solicit or securents on, percentage, brokerage of
Company Name	 Autho	orized Signature & Title
Subscribed and sworn before me		Ü
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 Jers proposal will be accepted even if company is not in purchase order may be issued, however, until all Affi	n compliance at this time. No contract and/or
Required Affirmative Action Evidence:	
Procurement, Professional & Service Contracts (Exhi Vendors must submit with proposal:	ibit A)
1. A photo copy of their <u>Federal Letter</u>	of Affirmative Action Plan Approval
OR	
2. A photo copy of their <u>Certificate of I</u> OR	Employee Information Report
3. A complete Affirmative Action Emp	bloyee Information Report (AA302)
Public Work – Over \$50,000 Total Project Cost:	
A. No approved Federal or New Jersey Affirmative AA201-A upon receipt from the	Action Plan. We will complete Report Form
B. Approved Federal or New Jersey Plan – certificat	re enclosed
I further certify that the statements and information the best of my knowledge and belief.	contained herein, are complete and correct to
	Authorized Signature and Title

## DOC #3, continued

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

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10</u> 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 <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. 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 <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html</a>). 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.

## DOC #4, continued

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### **Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

## DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

	, I			
Part I – Vendor Information	1			
Vendor Name:				
Address:	T ~	1		
City:	State:	Zip:		
The undersigned being authorized ompliance with the provisions occompanying this form.				
ignature	Printed Name	Title		
Part	II - Contrib	oution Dia	sclosure	
Disclosure requirement: Purs political contributions (more the committees of the govern	than \$300 per election ment entities listed or	n cycle) over the the form prov	e 12 months p	prior to submission t
Check here if disclosure is p			D-4-	Delle v. A. v. servit
Contributor Name	Recipient 1	Name	Date	Dollar Amount \$
				Ψ

## DOC #4, continued

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

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
	w contains the names and home addresses of all stockholders he issued and outstanding stock of the undersigned.  OR
I certify that no one stock the undersigned.	cholder owns 10% or more of the issued and outstanding stock of
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	
	w, and, if necessary, complete the stockholder list below.
Stockholders:	NY .
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this data	ay of, (Affiant)
(Notary Public)	
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)

## **Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

Offerors should submit the above form completed with their proposal.

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

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

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

## **EXHIBIT H**

## OMNIA PARTNERS 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 <a href="http://www.usa.gov/Agencies/State">http://www.usa.gov/Agencies/State</a> and <a href="https://www.usa.gov/local-governments">Territories.shtml</a> and <a href="https://www.usa.gov/local-governments">https://www.usa.gov/local-governments</a>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS	CITY OF KENNER, LA
INCLUDING BUT NOT LIMITED TO:	CITY OF LA GRANDE, OR
BAKER CITY GOLF COURSE, OR	CITY OF LAFAYETTE, LA
CITY OF ADAIR VILLAGE, OR	CITY OF LAKE CHARLES, OR
CITY OF ASHLAND, OR	CITY OF LEBANON, OR
CITY OF AUMSVILLE, OR	CITY OF MCMINNVILLE, OR
CITY OF AURORA, OR	CITY OF MEDFORD, OR
CITY OF BAKER, OR	CITY OF METAIRIE, LA
CITY OF BATON ROUGE, LA	CITY OF MILL CITY, OR
CITY OF BEAVERTON, OR	CITY OF MILWAUKIE, OR
CITY OF BEND, OR	CITY OF MONROE, LA
CITY OF BOARDMAN, OR	CITY OF MOSIER, OR
CITY OF BONANAZA, OR	CITY OF NEW ORLEANS, LA
CITY OF BOSSIER CITY, LA	CITY OF NORTH PLAINS, OR
CITY OF BROOKINGS, OR	CITY OF OREGON CITY, OR
CITY OF BURNS, OR	CITY OF PILOT ROCK, OR
CITY OF CANBY, OR	CITY OF PORTLAND, OR
CITY OF CANYONVILLE, OR	CITY OF POWERS, OR
CITY OF CLATSKANIE, OR	CITY OF PRINEVILLE, OR
CITY OF COBURG, OR	CITY OF REDMOND, OR
CITY OF CONDON, OR	CITY OF REEDSPORT, OR
CITY OF COQUILLE, OR	CITY OF RIDDLE, OR
CITY OF CORVALLI, OR	CITY OF ROGUE RIVER, OR
CITY OF CORVALLIS PARKS AND RECREATION	CITY OF ROSEBURG, OR
DEPARTMENT, OR	CITY OF SALEM, OR
CITY OF COTTAGE GROVE, OR	CITY OF SANDY, OR
CITY OF DONALD, OR	CITY OF SCAPPOOSE, OR
CITY OF EUGENE, OR	CITY OF SHADY COVE, OR
CITY OF FOREST GROVE, OR	CITY OF SHERWOOD, OR
CITY OF GOLD HILL, OR	CITY OF SHREVEPORT, LA
CITY OF GRANTS PASS, OR	CITY OF SILVERTON, OR
CITY OF GRESHAM, OR	CITY OF SPRINGFIELD, OR
CITY OF HILLSBORO, OR	CITY OF ST. HELENS, OR
CITY OF INDEPENDENCE, OR	CITY OF ST. PAUL, OR
CITY AND COUNTY OF HONOLULU, HI	CITY OF SULPHUR, LA

CITY OF TIGARD, OR ENOCH, UT CITY OF TROUTDALE, OR ENTERPRISE, UT CITY OF TUALATIN, OR EPHRAIM, UT CITY OF WALKER, LA ESCALANTE, UT CITY OF WARRENTON, OR EUREKA, UT CITY OF WEST LINN, OR FAIRFIELD, UT CITY OF WILSONVILLE, OR FAIRVIEW, UT CITY OF WINSTON, OR FARMINGTON, UT CITY OF WOODBURN, OR FARR WEST, UT LEAGUE OF OREGON CITES FAYETTE, UT THE CITY OF HAPPY VALLEY OREGON FERRON, UT ALPINE, UT FIELDING, UT ALTA, UT FILLMORE, UT ALTAMONT, UT FOUNTAIN GREEN, UT ALTON, UT FRANCIS, UT FRUIT HEIGHTS, UT AMALGA, UT AMERICAN FORK CITY, UT GARDEN CITY, UT ANNABELLA, UT GARLAND, UT ANTIMONY, UT GENOLA, UT GLENDALE, UT APPLE VALLEY, UT AURORA, UT GLENWOOD, UT BALLARD, UT GOSHEN, UT BEAR RIVER CITY, UT GRANTSVILLE, UT BEAVER, UT GREEN RIVER, UT BICKNELL, UT GUNNISON, UT BIG WATER, UT HANKSVILLE, UT BLANDING, UT HARRISVILLE, UT BLUFFDALE, UT HATCH, UT HEBER CITY CORPORATION, UT BOULDER, UT CITY OF BOUNTIFUL, UT HELPER, UT BRIAN HEAD, UT HENEFER, UT BRIGHAM CITY CORPORATION, UT HENRIEVILLE, UT BRYCE CANYON CITY, UT HERRIMAN, UT CANNONVILLE, UT HIDEOUT, UT CASTLE DALE, UT HIGHLAND, UT CASTLE VALLEY, UT HILDALE, UT CITY OF CEDAR CITY, UT HINCKLEY, UT CEDAR FORT, UT HOLDEN, UT CITY OF CEDAR HILLS, UT HOLLADAY, UT CENTERFIELD, UT HONEYVILLE, UT CENTERVILLE CITY CORPORATION, UT HOOPER, UT CENTRAL VALLEY, UT HOWELL, UT CHARLESTON, UT HUNTINGTON, UT CIRCLEVILLE, UT HUNTSVILLE, UT CLARKSTON, UT CITY OF HURRICANE, UT CLAWSON, UT HYDE PARK, UT CLEARFIELD, UT HYRUM, UT CLEVELAND, UT INDEPENDENCE, UT CLINTON CITY CORPORATION, UT IVINS, UT COALVILLE, UT JOSEPH, UT CORINNE, UT JUNCTION, UT CORNISH, UT KAMAS, UT COTTONWOOD HEIGHTS, UT KANAB, UT KANARRAVILLE, UT DANIEL, UT KANOSH, UT DELTA, UT DEWEYVILLE, UT KAYSVILLE, UT DRAPER CITY, UT KINGSTON, UT DUCHESNE, UT KOOSHAREM, UT EAGLE MOUNTAIN, UT LAKETOWN, UT EAST CARBON, UT LA VERKIN, UT ELK RIDGE, UT LAYTON, UT

LEAMINGTON, UT

LEHI CITY CORPORATION, UT

LEEDS, UT

LEVAN, UT

ELMO, UT

ELSINORE, UT

ELWOOD, UT EMERY, UT LEWISTON, UT RIVERTON CITY, UT LINDON, UT ROCKVILLE, UT LOA, UT ROCKY RIDGE, UT LOGAN CITY, UT ROOSEVELT CITY CORPORATION, UT LYMAN, UT ROY, UT LYNNDYL, UT RUSH VALLEY, UT MANILA, UT CITY OF ST. GEORGE, UT MANTI, UT SALEM, UT MANTUA, UT SALINA, UT MAPLETON, UT SALT LAKE CITY CORPORATION, UT MARRIOTT-SLATERVILLE, UT SANDY, UT MARYSVALE, UT SANTA CLARA, UT MAYFIELD, UT SANTAQUIN, UT SARATOGA SPRINGS, UT MEADOW, UT MENDON, UT SCIPIO, UT MIDVALE CITY INC., UT SCOFIELD, UT MIDWAY, UT SIGURD, UT SMITHFIELD, UT MILFORD, UT MILLVILLE, UT SNOWVILLE, UT MINERSVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT MOAB, UT MONA, UT CITY OF SOUTH SALT LAKE, UT MONROE, UT SOUTH WEBER, UT CITY OF MONTICELLO, UT SPANISH FORK, UT MORGAN, UT SPRING CITY, UT MORONI, UT SPRINGDALE, UT MOUNT PLEASANT, UT SPRINGVILLE, UT MURRAY CITY CORPORATION, UT STERLING, UT MYTON, UT STOCKTON, UT NAPLES, UT SUNNYSIDE, UT NEPHI, UT SUNSET CITY CORP, UT NEW HARMONY, UT SYRACUSE, UT NEWTON, UT TABIONA, UT CITY OF TAYLORSVILLE, UT NIBLEY, UT TOOELE CITY CORPORATION, UT NORTH LOGAN, UT NORTH OGDEN, UT TOQUERVILLE, UT NORTH SALT LAKE CITY, UT TORREY, UT OAK CITY, UT TREMONTON CITY, UT OAKLEY, UT TRENTON, UT OGDEN CITY CORPORATION, UT TROPIC, UT OPHIR, UT UINTAH, UT ORANGEVILLE, UT VERNAL CITY, UT ORDERVILLE, UT VERNON, UT OREM, UT VINEYARD, UT PANGUITCH, UT VIRGIN, UT PARADISE, UT WALES, UT PARAGONAH, UT WALLSBURG, UT PARK CITY, UT WASHINGTON CITY, UT PAROWAN, UT WASHINGTON TERRACE, UT PAYSON, UT WELLINGTON, UT PERRY, UT WELLSVILLE, UT PLAIN CITY, UT WENDOVER, UT PLEASANT GROVE CITY, UT WEST BOUNTIFUL, UT PLEASANT VIEW, UT WEST HAVEN, UT PLYMOUTH, UT WEST JORDAN, UT PORTAGE, UT WEST POINT, UT PRICE, UT WEST VALLEY CITY, UT PROVIDENCE, UT WILLARD, UT PROVO, UT WOODLAND HILLS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT** 

**LIMITED TO:** 

WOODRUFF, UT

WOODS CROSS, UT

ASCENSION PARISH, LA

RANDOLPH, UT

REDMOND, UT

RICHFIELD, UT

RICHMOND, UT RIVERDALE, UT

RIVER HEIGHTS, UT

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, 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,

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,

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

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,

ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR

BORING WATER DISTRICT #24, OR AUMSVILLE R.F.P.D., OR BOULDER CREEK RETREAT SPECIAL ROAD AURORA R.F.P.D., OR AZALEA R.F.P.D., OR DISTRICT, OR BADGER IMPROVEMENT DISTRICT, OR BRIDGE R.F.P.D., OR BAILEY-SPENCER R.F.P.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR BAKER COUNTY LIBRARY DISTRICT, OR BROWNSVILLE R.F.P.D., OR BAKER R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR BAKER RIVERTON ROAD DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR BAKER VALLEY IRRIGATION DISTRICT, OR BUNKER HILL SANITARY DISTRICT, OR BAKER VALLEY S.W.C.D., OR BURLINGTON WATER DISTRICT, OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT, BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR BANDON R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR BANKS FIRE DISTRICT, OR CAMELLIA PARK SANITARY DISTRICT, OR BANKS FIRE DISTRICT #13, OR CAMMANN ROAD DISTRICT, OR BAR L RANCH ROAD DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR BARLOW WATER IMPROVEMENT DISTRICT, OR CANBY AREA TRANSIT, OR BASIN AMBULANCE SERVICE DISTRICT, OR CANBY R.F.P.D. #62, OR BASIN TRANSIT SERVICE TRANSPORTATION CANBY UTILITY BOARD, OR DISTRICT, OR CANNON BEACH R.F.P.D., OR BATON ROUGE WATER COMPANY CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR BAY AREA HEALTH DISTRICT, OR CAPE FERRELO R.F.P.D., OR CAPE FOULWEATHER SANITARY DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, CASCADE VIEW ESTATES TRACT 2, OR INC.. OR CEDAR CREST SPECIAL ROAD DISTRICT, OR BEAVER SLOUGH DRAINAGE DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR BEAVER WATER DISTRICT, OR CENTRAL CASCADES FIRE AND EMS, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA DISTRICT, OR CENTRAL LINCOLN P.U.D., OR BEND METRO PARK AND RECREATION DISTRICT CENTRAL OREGON COAST FIRE & RESCUE BENTON S.W.C.D., OR DISTRICT, OR BERNDT SUBDIVISION WATER IMPROVEMENT CENTRAL OREGON INTERGOVERNMENTAL DISTRICT, OR COUNCIL BEVERLY BEACH WATER DISTRICT, OR CENTRAL OREGON IRRIGATION DISTRICT, OR BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, CHAPARRAL WATER CONTROL DISTRICT, OR CHARLESTON FIRE DISTRICT, OR BIG BEND IRRIGATION DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR BIGGS SERVICE DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT SERVICES, OR BLACK BUTTE RANCH R.F.P.D., OR CHEMULT R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR CHENOWITH WATER P.U.D., OR BLODGETT-SUMMIT R.F.P.D., OR CHERRIOTS, OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR CHILOQUIN VECTOR CONTROL DISTRICT, OR BLUE RIVER WATER DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR BLY R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR BLY VECTOR CONTROL DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR BLY WATER AND SANITARY DISTRICT, OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, BOARDMAN CEMETERY MAINTENANCE DISTRICT, CHRISTMAS VALLEY PARK & RECREATION BOARDMAN PARK AND RECREATION DISTRICT DISTRICT, OR BOARDMAN R.F.P.D., OR CHRISTMAS VALLEY R.F.P.D., OR BONANZA BIG SPRINGS PARK & RECREATION CITY OF BOGALUSA SCHOOL BOARD, LA DISTRICT, OR CLACKAMAS COUNTY FIRE DISTRICT #1, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL BONANZA R.F.P.D., OR DISTRICT, OR BONANZA-LANGELL VALLEY VECTOR CONTROL CLACKAMAS RIVER WATER DISTRICT, OR CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR CROOK COUNTY S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR COMPANY, OR CLATSKANIE LIBRARY DISTRICT, OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, CLATSKANIE P.U.D., OR CRYSTAL SPRINGS WATER DISTRICT, OR CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT **CURRY COUNTY 4-H & EXTENSION SERVICE** CLATSKANIE R.F.P.D., OR DISTRICT, OR CURRY COUNTY PUBLIC TRANSIT SERVICE CLATSOP CARE CENTER HEALTH DISTRICT, OR CLATSOP COUNTY S.W.C.D., OR DISTRICT, OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, CURRY COUNTY S.W.C.D., OR INC., OR CURRY HEALTH DISTRICT, OR CLEAN WATER SERVICES CURRY PUBLIC LIBRARY DISTRICT, OR CLEAN WATER SERVICES, OR DALLAS CEMETERY DISTRICT #4, OR CLOVERDALE R.F.P.D., OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR CLOVERDALE SANITARY DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA CLOVERDALE WATER DISTRICT, OR DAYS CREEK R.F.P.D., OR COALEDO DRAINAGE DISTRICT, OR DAYTON FIRE DISTRICT, OR COBURG FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR DEE IRRIGATION DISTRICT, OR COLTON R.F.P.D., OR DEER ISLAND DRAINAGE IMPROVEMENT COLTON WATER DISTRICT #11, OR COMPANY, OR DELL BROGAN CEMETERY MAINTENANCE COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR DISTRICT, OR DEPOE BAY R.F.P.D., OR COLUMBIA DRAINAGE VECTOR CONTROL, OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR COLUMBIA IMPROVEMENT DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR COLUMBIA R.F.P.D., OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR DESCHUTES VALLEY WATER DISTRICT, OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR DEXTER R.F.P.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN DEXTER SANITARY DISTRICT, OR RESERVATION DORA-SITKUM R.F.P.D., OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS COUNTY FIRE DISTRICT #2, OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS S.W.C.D., OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR COOS FOREST PROTECTIVE ASSOCIATION DUFUR RECREATION DISTRICT, OR COOS S.W.C.D., OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR COQUILLE R.F.P.D., OR DUNDEE R.F.P.D., OR COQUILLE VALLEY HOSPITAL DISTRICT, OR DURKEE COMMUNITY BUILDING PRESERVATION CORBETT WATER DISTRICT, OR DISTRICT, OR CORNELIUS R.F.P.D., OR EAGLE POINT IRRIGATION DISTRICT, OR CORP RANCH ROAD WATER IMPROVEMENT, OR EAGLE VALLEY CEMETERY MAINTENANCE CORVALLIS R.F.P.D., OR DISTRICT, OR COUNTRY CLUB ESTATES SPECIAL WATER EAGLE VALLEY R.F.P.D., OR DISTRICT, OR EAGLE VALLEY S.W.C.D., OR COUNTRY CLUB WATER DISTRICT, OR EAST FORK IRRIGATION DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR COVE CEMETERY MAINTENANCE DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, COVE R.F.P.D., OR EAST UMATILLA COUNTY AMBULANCE AREA CRESCENT R.F.P.D., OR HEALTH DISTRICT, OR CRESCENT SANITARY DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT EAST UMATILLA COUNTY R.F.P.D., OR DISTRICT, OR EAST VALLEY WATER DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION ELGIN COMMUNITY PARKS & RECREATION SERVICE DISTRICT, OR DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR ELGIN HEALTH DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR ELGIN R.F.P.D., OR CROOK COUNTY PARKS & RECREATION DISTRICT, ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR

HALSEY-SHEDD R.F.P.D., OR ELKTON R.F.P.D., OR EMERALD P.U.D., OR HAMLET R.F.P.D., OR ENTERPRISE IRRIGATION DISTRICT, OR HARBOR R.F.P.D., OR ESTACADA CEMETERY MAINTENANCE DISTRICT, HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR ESTACADA R.F.P.D. #69, OR HARNEY COUNTY HEALTH DISTRICT, OR EUGENE R.F.P.D. # 1, OR HARNEY S.W.C.D., OR EUGENE WATER AND ELECTRIC BOARD HARPER SOUTH SIDE IRRIGATION DISTRICT, OR EVANS VALLEY FIRE DISTRICT #6, OR HARRISBURG FIRE AND RESCUE, OR FAIR OAKS R.F.P.D., OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR FALCON HEIGHTS WATER AND SEWER, OR HECETA WATER P.U.D., OR FALCON-COVE BEACH WATER DISTRICT, OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR HELIX PARK & RECREATION DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR HELIX R.F.P.D. #7-411, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR HEPPNER R.F.P.D., OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR FOR FAR ROAD DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR FOREST GROVE R.F.P.D., OR HERMISTON IRRIGATION DISTRICT, OR FOREST VIEW SPECIAL ROAD DISTRICT, OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT FORT ROCK-SILVER LAKE S.W.C.D., OR DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR HOOD RIVER S.W.C.D., OR GATES R.F.P.D., OR GEARHART R.F.P.D., OR HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR **HOODLAND FIRE DISTRICT #74** GLENDALE R.F.P.D., OR HOODLAND FIRE DISTRICT #74, OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR HORSEFLY IRRIGATION DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENWOOD WATER DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLIDE - IDLEYLD SANITARY DISTRICT, OR HUBBARD R.F.P.D., OR GLIDE R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GOLDFINCH ROAD DISTRICT, OR COMPANY, OR GOSHEN R.F.P.D., OR ICE FOUNTAIN WATER DISTRICT, OR GOVERNMENT CAMP ROAD DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GRAND PRAIRIE WATER CONTROL DISTRICT, OR DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GRANT COUNTY TRANSPORTATION DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR GRANT S.W.C.D., OR ILLINOIS VALLEY S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR IMBLER R.F.P.D., OR GREATER BOWEN VALLEY R.F.P.D., OR INTERLACHEN WATER P.U.D., OR GREATER ST. HELENS PARK & RECREATION IONE LIBRARY DISTRICT, OR DISTRICT, OR IONE R.F.P.D. #6-604, OR GREATER TOLEDO POOL RECREATION DISTRICT, IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN SANITARY DISTRICT, OR IRRIGON R.F.P.D., OR GREENACRES R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR GREENBERRY IRRIGATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, GREENSPRINGS RURAL FIRE DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR

JACKSON COUNTY FIRE DISTRICT #4, OR

HAINES FIRE PROTECTION DISTRICT, OR

KLAMATH VECTOR CONTROL DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #5, OR JACKSON COUNTY LIBRARY DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR LA GRANDE R.F.P.D., OR JEFFERSON COUNTY EMERGENCY MEDICAL LA PINE PARK & RECREATION DISTRICT, OR SERVICE DISTRICT, OR LA PINE R.F.P.D., OR JEFFERSON COUNTY FIRE DISTRICT #1, OR LABISH VILLAGE SEWAGE & DRAINAGE, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR LACOMB IRRIGATION DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR LAFAYETTE AIRPORT COMMISSION, LA JEFFERSON PARK & RECREATION DISTRICT, OR LAFOURCHE PARISH HEALTH UNIT - DHH-OPH JEFFERSON R.F.P.D., OR REGION 3 JOB'S DRAINAGE DISTRICT, OR LAIDLAW WATER DISTRICT, OR JOHN DAY WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR JOHN DAY-CANYON CITY PARKS & RECREATION LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR LAKE COUNTY LIBRARY DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR LAKE DISTRICT HOSPITAL, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE LAKE GROVE R.F.P.D. NO. 57, OR DISTRICT, OR LAKE GROVE WATER DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR LAKE LABISH WATER CONTROL DISTRICT, OR JUNCTION CITY R.F.P.D., OR LAKE POINT SPECIAL ROAD DISTRICT, OR JUNCTION CITY WATER CONTROL DISTRICT, OR LAKESIDE R.F.P.D. #4, OR JUNIPER BUTTE ROAD DISTRICT, OR LAKESIDE WATER DISTRICT, OR JUNIPER CANYON WATER CONTROL DISTRICT, OR LAKEVIEW R.F.P.D., OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR JUNIPER FLAT R.F.P.D., OR LANE FIRE AUTHORITY, OR JUNO NONPROFIT WATER IMPROVEMENT LANE LIBRARY DISTRICT, OR DISTRICT, OR LANE TRANSIT DISTRICT, OR KEATING R.F.P.D., OR LANGELL VALLEY IRRIGATION DISTRICT, OR KEATING S.W.C.D., OR LANGLOIS PUBLIC LIBRARY, OR KEIZER R.F.P.D., OR LANGLOIS R.F.P.D., OR KELLOGG RURAL FIRE DISTRICT, OR LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR KENO R.F.P.D., OR LEBANON R.F.P.D., OR KENT WATER DISTRICT, OR LEWIS & CLARK R.F.P.D., OR KERBY WATER DISTRICT, OR LINCOLN COUNTY LIBRARY DISTRICT, OR K-GB-LB WATER DISTRICT, OR LINCOLN S.W.C.D., OR KILCHIS WATER DISTRICT, OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR LINN S.W.C.D., OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR LONG PRAIRIE WATER DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #3, OR LOOKINGGLASS OLALLA WATER CONTROL KLAMATH COUNTY FIRE DISTRICT #4, OR DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #5, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, LORANE R.F.P.D., OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR KLAMATH DRAINAGE DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA KLAMATH FALLS FOREST ESTATES SPECIAL ROAD LOUISIANA WATER WORKS DISTRICT UNIT #2, OR LOWELL R.F.P.D., OR KLAMATH INTEROPERABILITY RADIO GROUP, OR LOWER MCKAY CREEK R.F.P.D., OR KLAMATH IRRIGATION DISTRICT, OR LOWER MCKAY CREEK WATER CONTROL KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR KLAMATH S.W.C.D., OR LOWER SILETZ WATER DISTRICT, OR

LOWER UMPQUA HOSPITAL DISTRICT, OR MILL FOUR DRAINAGE DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, MILLICOMA RIVER PARK & RECREATION DISTRICT, LOWER VALLEY WATER IMPROVEMENT DISTRICT, MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR LUSTED WATER DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT. LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MAKAI SPECIAL ROAD DISTRICT, OR MODOC POINT IRRIGATION DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MODOC POINT SANITARY DISTRICT, OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MONITOR R.F.P.D., OR MALHEUR DRAINAGE DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR OR MALIN COMMUNITY PARK & RECREATION MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MORROW COUNTY UNIFIED RECREATION MAPLETON WATER DISTRICT, OR DISTRICT, OR MARCOLA WATER DISTRICT, OR MORROW S.W.C.D., OR MARION COUNTY EXTENSION & 4H SERVICE MOSIER FIRE DISTRICT, OR DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MT. ANGEL R.F.P.D., OR MARION JACK IMPROVEMENT DISTRICT, OR MT. HOOD IRRIGATION DISTRICT, OR MARION S.W.C.D., OR MT. LAKI CEMETERY DISTRICT, OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MT. VERNON R.F.P.D., OR MCDONALD FOREST ESTATES SPECIAL ROAD MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MCKAY DAM R.F.P.D. # 7-410, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MCKENZIE FIRE & RESCUE, OR MULTNOMAH EDUCATION SERVICE DISTRICT MCKENZIE PALISADES WATER SUPPLY MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR CORPORATION, OR NEDONNA R.F.P.D., OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR NEHALEM BAY FIRE AND RESCUE, OR MEADOWS DRAINAGE DISTRICT, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR MEDFORD WATER COMMISSION NESKOWIN REGIONAL SANITARY AUTHORITY, OR MEDICAL SPRINGS R.F.P.D., OR NESKOWIN REGIONAL WATER DISTRICT, OR MELHEUR COUNTY JAIL, OR NESTUCCA R.F.P.D., OR MERLIN COMMUNITY PARK DISTRICT, OR NETARTS WATER DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR MERRILL PARK DISTRICT, OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR MERRILL R.F.P.D., OR NEW BRIDGE WATER SUPPLY DISTRICT, OR METRO REGIONAL GOVERNMENT NEW CARLTON FIRE DISTRICT, OR METRO REGIONAL PARKS NEW ORLEANS REDEVELOPMENT AUTHORITY, LA METROPOLITAN EXPOSITION RECREATION NEW PINE CREEK R.F.P.D., OR COMMISSION NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT MID-COLUMBIA FIRE AND RESCUE, OR COMPANY, OR MIDDLE FORK IRRIGATION DISTRICT, OR NORTH ALBANY R.F.P.D., OR MIDLAND COMMUNITY PARK, OR NORTH BAY R.F.P.D. #9, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR NORTH CLACKAMAS PARKS & RECREATION MILES CROSSING SANITARY SEWER DISTRICT, OR DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR PINE EAGLE HEALTH DISTRICT, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, NORTH GILLIAM COUNTY R.F.P.D., OR PINE GROVE WATER DISTRICT-MAUPIN. OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR PINE VALLEY CEMETERY DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR PINE VALLEY R.F.P.D., OR NORTH LINCOLN HEALTH DISTRICT, OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD NORTH MORROW VECTOR CONTROL DISTRICT, OR DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR NORTH UNIT IRRIGATION DISTRICT, OR PISTOL RIVER CEMETERY MAINTENANCE NORTHEAST OREGON HOUSING AUTHORITY, OR DISTRICT, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR NORTHERN WASCO COUNTY P.U.D., OR PLEASANT HOME WATER DISTRICT, OR NORTHERN WASCO COUNTY PARK & RECREATION POCAHONTAS MINING AND IRRIGATION DISTRICT, DISTRICT, OR OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR POE VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR NYSSA RURAL FIRE DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR OAK LODGE WATER SERVICES, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT, OR PORT OF ALSEA, OR OCHOCO WEST WATER AND SANITARY PORT OF ARLINGTON, OR PORT OF ASTORIA, OR AUTHORITY, OR ODELL SANITARY DISTRICT, OR PORT OF BANDON, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR PORT OF BRANDON, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR PORT OF BROOKINGS HARBOR, OR ONTARIO LIBRARY DISTRICT, OR PORT OF CASCADE LOCKS, OR ONTARIO R.F.P.D., OR PORT OF COQUILLE RIVER, OR OPHIR R.F.P.D., OR PORT OF GARIBALDI, OR OREGON COAST COMMUNITY ACTION PORT OF GOLD BEACH, OR OREGON HOUSING AND COMMUNITY SERVICES PORT OF HOOD RIVER, OR OREGON INTERNATIONAL PORT OF COOS BAY, OR PORT OF MORGAN CITY, LA OREGON LEGISLATIVE ADMINISTRATION PORT OF MORROW, OR OREGON OUTBACK R.F.P.D., OR PORT OF NEHALEM, OR OREGON POINT, OR PORT OF NEWPORT, OR OREGON TRAIL LIBRARY DISTRICT, OR PORT OF PORT ORFORD, OR OTTER ROCK WATER DISTRICT, OR PORT OF PORTLAND, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR PORT OF THE DALLES, OR PACIFIC CITY JOINT WATER-SANITARY PORT OF TILLAMOOK BAY, OR AUTHORITY, OR PORT OF TOLEDO, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT OF UMATILLA, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE PALATINE HILL WATER DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR COMPANY, OR PORT ORFORD R.F.P.D., OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR PORTLAND DEVELOPMENT COMMISSION, OR PANTHER CREEK WATER DISTRICT, OR PORTLAND FIRE AND RESCUE PARKDALE R.F.P.D., OR PORTLAND HOUSING CENTER, OR PARKDALE SANITARY DISTRICT, OR POWDER R.F.P.D., OR PENINSULA DRAINAGE DISTRICT #1, OR POWDER RIVER R.F.P.D., OR PENINSULA DRAINAGE DISTRICT #2, OR POWDER VALLEY WATER CONTROL DISTRICT, OR PHILOMATH FIRE AND RESCUE, OR POWERS HEALTH DISTRICT, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #5. OR PILOT ROCK PARK & RECREATION DISTRICT, OR #1. OR

PROSPECT R.F.P.D., OR

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

QUEENER IRRIGATION IMPROVEMENT DISTRICT, SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR RAINBOW WATER DISTRICT, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, RALEIGH WATER DISTRICT, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT. SCAPPOOSE R.F.P.D., OR REDMOND FIRE AND RESCUE, OR SCIO R.F.P.D., OR RIDDLE FIRE PROTECTION DISTRICT, OR SCOTTSBURG R.F.P.D., OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR RIDGEWOOD ROAD DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR RINK CREEK WATER DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR RIVER ROAD PARK & RECREATION DISTRICT, OR SHORELINE SANITARY DISTRICT, OR RIVER ROAD WATER DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR RIVERBEND RIVERBANK WATER IMPROVEMENT SILVER FALLS LIBRARY DISTRICT, OR DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR SILVER LAKE IRRIGATION DISTRICT, OR RIVERGROVE WATER DISTRICT, OR SILVER LAKE R.F.P.D., OR RIVERSIDE MISSION WATER CONTROL DISTRICT, SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR RIVERSIDE R.F.P.D. #7-406, OR SISTERS PARKS & RECREATION DISTRICT, OR RIVERSIDE WATER DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR ROBERTS CREEK WATER DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR SIUSLAW S.W.C.D., OR ROCK CREEK WATER DISTRICT, OR SIUSLAW VALLEY FIRE AND RESCUE, OR ROCKWOOD WATER P.U.D., OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR ROCKY POINT FIRE & EMS, OR SKYLINE VIEW DISTRICT IMPROVEMENT ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT. ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR SOUTH FORK WATER BOARD, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SAINT LANDRY PARISH TOURIST COMMISSION SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SAINT MARY PARISH REC DISTRICT 2 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SAINT MARY PARISH REC DISTRICT 3 SOUTH LAFOURCHE LEVEE DISTRICT, LA SAINT TAMMANY FIRE DISTRICT 4, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SALEM AREA MASS TRANSIT DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL SALEM MASS TRANSIT DISTRICT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SOUTH SHERMAN FIRE DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT SOUTHERN COOS HEALTH DISTRICT, OR DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SALMONBERRY TRAIL INTERGOVERNMENTAL DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR

SANTIAM WATER CONTROL DISTRICT, OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR

SPECIAL ROAD DISTRICT #8, OR TRI-COUNTY METROPOLITAN TRANSPORTATION SPRING RIVER SPECIAL ROAD DISTRICT, OR DISTRICT OF OREGON SPRINGFIELD UTILITY BOARD, OR TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR TUALATIN HILLS PARK & RECREATION DISTRICT, STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR TUALATIN S.W.C.D., OR STARWOOD SANITARY DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE STAYTON FIRE DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR SUBLIMITY FIRE DISTRICT, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR TUALATIN VALLEY WATER DISTRICT SUBURBAN LIGHTING DISTRICT, OR TUALATIN VALLEY WATER DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT TUMALO IRRIGATION DISTRICT, OR COMPANY, OR TURNER FIRE DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR DISTRICT, OR TWO RIVERS SPECIAL ROAD DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR SUNDOWN SANITATION DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR SUNNYSIDE IRRIGATION DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR SUNRISE WATER AUTHORITY, OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, SUNRIVER SERVICE DISTRICT, OR OR SUNSET EMPIRE PARK & RECREATION DISTRICT, UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SURFLAND ROAD DISTRICT, OR OR UMPQUA S.W.C.D., OR SUTHERLIN VALLEY RECREATION DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR UNION CEMETERY MAINTENANCE DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, SWEET HOME CEMETERY MAINTENANCE DISTRICT, UNION COUNTY VECTOR CONTROL DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR UNION GAP SANITARY DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR UNION GAP WATER DISTRICT, OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR TALENT IRRIGATION DISTRICT, OR UNION S.W.C.D., OR TANGENT R.F.P.D., OR UNITY COMMUNITY PARK & RECREATION TENMILE R.F.P.D., OR DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR THOMAS CREEK-WESTSIDE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR TIGARD WATER DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR TILLAMOOK COUNTY EMERGENCY VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR COMMUNICATIONS DISTRICT, OR VERNONIA R.F.P.D., OR TILLAMOOK COUNTY S.W.C.D., OR VINEYARD MOUNTAIN PARK & RECREATION TILLAMOOK COUNTY TRANSPORTATION DISTRICT, DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR TOLEDO R.F.P.D., OR WALLOWA LAKE R.F.P.D., OR TONE WATER DISTRICT, OR WALLOWA S.W.C.D., OR TOOLEY WATER DISTRICT, OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, TRASK DRAINAGE DISTRICT, OR OR TRI CITY R.F.P.D. #4, OR WAMIC R.F.P.D., OR TRI-CITY WATER & SANITARY AUTHORITY, 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, 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, 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, WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR

WRIGHT CREEK ROAD WATER IMPROVEMENT

YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR

YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,

DISTRICT, OR

WY'EAST FIRE DISTRICT, OR

YACHATS R.F.P.D., OR

YAMHILL SWCD, 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 CITY ACADEMY, UT MULTNOMAH EDUCATION SERVICE DISTRICT DAGGETT SCHOOL DISTRICT, UT MULTISENSORY LEARNING ACADEMY DAVINCI ACADEMY, UT MYRTLE PINT SCHOOL DISTRICT 41 DAVIS DISTRICT, UT NEAH-KAH-NIE DISTRICT NO.56 DUAL IMMERSION ACADEMY, UT NEWBERG PUBLIC SCHOOLS DUCHESNE SCHOOL DISTRICT, UT NESTUCCA VALLEY SCHOOL DISTRICT NO.101 EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 EDITH BOWEN LABORATORY SCHOOL, UT NORTH CLACKAMAS SCHOOL DISTRICT EMERSON ALCOTT ACADEMY, UT NORTH DOUGLAS SCHOOL DISTRICT EMERY SCHOOL DISTRICT, UT NORTH WASCO CITY SCHOOL DISTRICT 21 ENTHEOS ACADEMY, UT NORTHWEST REGIONAL EDUCATION SERVICE EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT DISTRICT ONTARIO MIDDLE SCHOOL FREEDOM ACADEMY, UT OREGON TRAIL SCHOOL DISTRICT NOA6 GARFIELD SCHOOL DISTRICT, UT ORLEANS PARISH SCHOOL DISTRICT GATEWAY PREPARATORY ACADEMY, UT PHOENIX-TALENT SCHOOL DISTRICT NOA GEORGE WASHINGTON ACADEMY, UT PLEASANT HILL SCHOOL DISTRICT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS GRANITE DISTRICT, UT RAPIDES PARISH SCHOOL DISTRICT GUADALUPE SCHOOL, UT REDMOND SCHOOL DISTRICT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT IRON SCHOOL DISTRICT, UT ROSEBURG PUBLIC SCHOOLS ITINERIS EARLY COLLEGE HIGH, UT SCAPPOOSE SCHOOL DISTRICT 1J JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 JUAB SCHOOL DISTRICT, UT SHERWOOD SCHOOL DISTRICT 88J KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 LAKEVIEW ACADEMY, UT SOUTHERN OREGON EDUCATION SERVICE LEGACY PREPARATORY ACADEMY, UT DISTRICT LIBERTY ACADEMY, UT SPRINGFIELD PUBLIC SCHOOLS LINCOLN ACADEMY, UT SUTHERLIN SCHOOL DISTRICT LOGAN SCHOOL DISTRICT, UT SWEET HOME SCHOOL DISTRICT NO.55 MARIA MONTESSORI ACADEMY, UT TERREBONNE PARISH SCHOOL DISTRICT MERIT COLLEGE PREPARATORY ACADEMY, UT THE CATLIN GABEL SCHOOL MILLARD SCHOOL DISTRICT, UT TIGARD-TUALATIN SCHOOL DISTRICT MOAB CHARTER SCHOOL, UT UMATILLA MORROW ESD MONTICELLO ACADEMY, UT WEST LINN WILSONVILLE SCHOOL DISTRICT MORGAN SCHOOL DISTRICT, UT WILLAMETTE EDUCATION SERVICE DISTRICT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT NAVIGATOR POINTE ACADEMY, UT ACADEMY FOR MATH ENGINEERING & SCIENCE NEBO SCHOOL DISTRICT, UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT (NUAMES), UT ALPINE DISTRICT, UT NOAH WEBSTER ACADEMY, UT AMERICAN LEADERSHIP ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT BAER CANYON HIGH SCHOOL FOR SPORTS & NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT ODYSSEY CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT OGDEN PREPARATORY ACADEMY, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY OGDEN SCHOOL DISTRICT, UT (BSTA), UT OPEN CLASSROOM, UT BOX ELDER SCHOOL DISTRICT, UT OPEN HIGH SCHOOL OF UTAH, UT CBA CENTER, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT CACHE SCHOOL DISTRICT, UT PARADIGM HIGH SCHOOL, UT CANYON RIM ACADEMY, UT PARK CITY SCHOOL DISTRICT, UT CANYONS DISTRICT, UT PINNACLE CANYON ACADEMY, UT CARBON SCHOOL DISTRICT, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT CHANNING HALL, UT

PROVO SCHOOL DISTRICT, UT

CHARTER SCHOOL LEWIS ACADEMY, 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 DISTRICT, UT
SALT LAKE SCHOOL DISTRICT, UT
SAN ILLAN SCHOOL DISTRICT, 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

Requirements for National Cooperative Contract

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OREGON LOTTERY OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER SEIU LOCAL 503, OPEU SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY STATE OF UTAH