



YOUR TECH~UCATION PARTNER!®

4235 East Wood Street Phoenix, AZ 85040

Phone: (480) 460-5199 Fax: (480) 460-5099

Web: www.NeedThese.com

Request for Proposal (RFP)

Cabling and Data Management

Solicitation Number 21-15

Submittal Deadline: Tuesday, Sept. 21, 2021 @ 10:00 AM CST





NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

September 21, 2021

Region 4 / OMNIA Partners - Public Sector 7145 West Tidwell Road Houston, TX 77092

Contracting Officer:

As a current OMNIA Partners Contract (#R161702) holder, NeedThese thanks you for the opportunity to bid on RFP 21-15 for "Cabling and Data Management."

NeedThese has worked diligently over the past two decades in conjunction with our representative staffs (Region 4 along with TCPN, National IPA and now OMNIA Partners) to spread our current Contract throughout the State of Arizona and surrounding states. NeedThese is confident their partnership with Region 4 / OMNIA Partners has proven successful and is looking forward to a continued relationship. As evidence of the successful implementation and partnership between Region 4 / OMNIA Partners and NeedThese, customers have provided many letters of recommendation for inclusion in this RFP within TAB 4!

It is stated on the OMNIA Partners website, "Power • Access • Trust," NeedThese shares these same traits, whether we work with a customer to help understand the benefits of utilizing a procurement contract or having our staff go that extra mile, as with OMNIA Partners, NeedThese is committed to completing the job to the satisfaction of the customer's needs.

This submitted proposal constitutes a firm and binding offer and is accurate, truthful and factual. NeedThese is excited about this "Cabling and Data Management" RFP and as documented within TAB 4 of this proposal, NeedThese has many customers that rely on them for their continued procurement needs.

Thank you for the opportunity!

Jaka

Tony Riggs CEO

NeedThese



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-15

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for
Cabling and Data Management

SUBMITTAL DEADLINE: Tuesday, September 21, 2021, 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Cabling and Data Management ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cabling and Data Management. Addendum No. 1 is hereby issued as follows:

- 1. <u>Approval from Region 4 ESC</u>: The approval date for the contract(s) as a result from this RFP is hereby changed from Tuesday, October 19, 2021, to the date below:
 - Tuesday, October 26, 2021

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _	NeedThese
Contact Person _	Justin Woitas
Signature <	TexUe
Date /	September 21, 2021

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

RFP # 21-15 Cabling and Data Management Q&A

1. Do you accept emailed proposals?

No, please refer to Instruction to Offerors, Section 5



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

www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 21-15
Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Cabling and Data Management

SUBMITTAL DEADLINE: Tuesday, September 21, 2021, 10:00 AM CST

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at guestions@esc4.net no later than September 1, 2021. All 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.

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. Due to Covid-19, Region 4 ESC is not allowing individuals to attend the bid opening in person but will conduct the opening via zoom. Join at: https://esc4.zoom.us/j/86377527918; or (346) 248-7799; Meeting ID: 863 7752 7918

NON-MANDATORY VIRTUAL 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 Tuesday, August 31, 2021 at 10:00 am CST Join Zoom Meeting at https://esc4.zoom.us/i/86377527918; or (346) 248-7799; Meeting ID: 863 7752 7918 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 17, 2021

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 Cabling and Data Management. 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 Cabling and Data Management, each awarded Offeror 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 40 open-enrollment charter schools, representing more than 1.2 million students, 101,000 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

The Region 4 Education Service Center, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 Education Service Center is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX A, or as otherwise agreed to. APPENDIX A contains additional information about OMNIA Partners and the cooperative purchasing program.

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

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally 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 Cabling and Data Management purchased under the Master Agreement through OMNIA Partners is approximately \$25 million. 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.

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.

Contractor Requirements

Reference TAB 2 - Products / Pricing

Region 4 Education Service Center (ESC 4) is seeking proposals from premier Contractors to provide Cabling and Data Management to Participating Agencies. Offerors are encouraged to propose their complete catalog, products, and services included but not limited to:

- ➤ IoT Infrastructure, cabling, consultation, products, and services to include support ,software licensing and programming services
- > Network related peripherals, licensing, and maintenance
- Remote Learning technology
- Robotic Learning and Solutions
- Professional Development Services
- Installation and training services
- Student Location Services
- Microtargeting Through Mobile Apps
- Tracking student attendance and improving student engagement during distance education

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

Event Date Issue RFP August 17, 2021 August 31, 2021 Pre-proposal Conference Deadline for receipt of questions via email September 1, 2021 Issue Addenda (if required) TBD Proposal Due Date September 21, 2021 Approval from Region 4 ESC October 19, 2021 Contract Effective Date April 1, 2022

III. INSTRUCTIONS TO OFFERORS

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 1, 2021. questions answers will be All and 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. Current products: 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. Proposal Format: 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 proprietary 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 (Appendix D)

Tab 4 – Qualification and Experience

References

Tab 5 - Value Add

Tab 3:

Supplier Response included within Appendix D:

Performance Capability

Supplier Response directly following Appendix D:

Additional Performance Capability

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- 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. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace Appendix A.
- 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. Disclosures: 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	Justin Woitas		
Company	NeedThese		
Address	4235 East Wood Street		
City, State, Zip	Phoenix, AZ 85040		
Solicitation Nan	ne and Number 21-15	Due Date and Time_Se	ept. 21, 2021 @ 10am CST

- 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. Non-Responsive Proposals: 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. Negotiations: 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. Best and Final Offer: 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. Specifications: 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. Formation of Contract: 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. Protest Procedure: 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 Reference TAB 2 Products / Pricing for response to these questions.
 - 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.
- 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.

Reference TAB 3 - Full response to these questions placed after the Exhibits in TAB 3

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 beyond manufacturers standard.
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- 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 Reference TAB 4 - see full response to these questions

- 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 Reference TAB 5

- Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
- Competitive Range: 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.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of	Sept. 21	, 202	21 by and	and between			NeedThese	
("C	Contractor")	and	Region	4	Educati	on	Service	Center
("Region 4 ESC") for the purchase of Cab	ling and Dat	a Mai	nagemer	nt(the prod	luct	s and ser	vices").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-15 for Cabling and Data Management, 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) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. 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' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- Scope: 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) Form of Contract. 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;
- 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) Warranty Conditions. 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) <u>Indemnity</u>. 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.

Reference TAB 5 for a copy of the Certificate of Insurance

- 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	NeedThese		
Address	Address 4235 East Wood Street		
City/State/Zip	City/State/Zip Phoenix, AZ 85040		
Telephone No.	(480) 460-5199 x205		
Email Address	jwoitas@NeedThese.com		
Printed Name	Justin Woitas		
Title _	CFO / Partner		
Authorized signature	OLUK!		
Accepted by Region 4 ESC:			
Contract No.	-		
Initial Contract Term	to		
Region 4 ESC Authorized Boa	rd Member	Date	
Print Name			
Region 4 ESC Authorized Boa	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:

and draft Contract must be included:

(Note: If none are listed below, it is understood that no exceptions/devi	viatione are taken.
Offeror takes the following exceptions to the RFP and draft Contract. A be clearly explained, reference the corresponding term to which Offeror and clearly state any proposed modified language, proposed additional	or is taking exception

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(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)

NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

TAB 2 - Products / Pricing

Region 4 Education Service Center (ESC 4) is seeking proposals from premier Contractors to provide Cabling and Data Management to Participating Agencies. Offerors are encouraged to propose their complete catalog, products, and services included but not limited to:

- IoT Infrastructure, cabling, consultation, products, and services to include support, software licensing and programming services
- Network related peripherals, , licensing, and maintenance
- Remote Learning technology
- Robotic Learning and Solutions
- Professional Development Services
- Installation and training services
- Student Location Services
- Microtargeting Through Mobile Apps
- Tracking student

Products / Pricing specifications

Please see the NeedThese electronic price list for full details regarding TAB 2 - Products / Pricing. The electronic price list can be found on the thumbdrive named "NeedThese RFP 21-15 PriceList (9-21-2021).xlsx" attached to the RFP workbook 3-ring binder.

This NeedThese proposal includes the following response 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.

NeedThese has included the discount schedule in the in the electronic price list, "NeedThese RFP 21-15 PriceList (9-21-2021).xlsx" reference excel tab labeled "Discount Schedule."



NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

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).

NeedThese has attached a Flash Drive to this proposal that includes the electronic price list. The price list includes all bulletpoints listed above. (MFG#, Description, MFG List Price, NET Price to Region 4 ESC (including freight and admin fee). The electronic price list is named "NeedThese RFP 21-15 PriceList (9-21-2021).xlsx"

iii. Is pricing available for all products and services?

Yes, pricing is available for all products and services. In cases where new technology products and services are needed, they can be added to the price list with an update adhearing to all terms and conditions of the contract.

iv. Describe any shipping charges.

In the majority of cases, shipping charges do not apply to a customer purchase. Shipping charges occure when a customer requires an order to be expidited, such as overnight, or for example, an order is very large and requires a freight truck for delivery, ex. multiple quantities of Large Format Displays. The customer is always aware of these shipping charges upfront during the quoting and pre-planning stages.

v. Provide pricing for warranties on all products and services.

Pricing for available warranties on products and services is included on the attached digital price list, tab labeled "Warranty Options."

vi. Describe any return and restocking fees.



NeedThese 4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

Return and restocking fees are listed on the attached electronic price list, first tab labeled "Price Catalog Summary." Currently, NeedThese has a 15% restocking fee. For acceptable returns, NeedThese will accept returns that fall within 30 days of purchase. Also, NeedThese does not charge shipping on returns.

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.

NeedThese can offer additional discounts during special circumstances such as large quantity orders, but such discounts need to be analized on a case-by-case basis. Such discounts need to fall in line with the Manufacturer and Distribution channel cost, along with shipping costs and allotted time frames.

viii. Describe how customers verify they are receiving Contract pricing.

Customers may verify contract pricing by reviewing the order with their sales account representative.

ix. Describe payment methods offered.

NeedThese standard payment terms for Government and Educational institutions is NET 30 days. At this time, customers may pay by check, wire-transfer or major credit card.

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.

NeedThese is flexible regarding the frequency of updates to the pricing structure, at most, pricing updates would need to be applied quarterly (depending on the market and how the distiribution channel reacts). NeedThese agrees that category discounts should not change over the term of the contract, but that individual item pricing may change from time-to-time.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Future product introductions would happen during the time of a price list update. Catagory dis-



NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

counts would still apply and the pricing of the new products would fall within the set discount structure that adhears to the terms and conditions of the contract.

xii. Provide any additional information relevant to this section.

Please see the NeedThese electronic price list for full details regarding "TAB 2 - Products / Pricing." The electronic price list can be found on the attached Flash Drive named "NeedThese RFP 21-15 PriceList (9-21-2021).xlsx" and is attached to the OMNIA Partners / Region 4 ESC RFP workbook 3-ring binder.

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.



NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

Please see the NeedThese electronic price list for full details regarding "TAB 2 - Products / Pricing." The electronic price list can be found on the attached Flash Drive named "NeedThese RFP 21-15 PriceList (9-21-2021).xlsx" and is attached to the RFP workbook 3-ring binder.

"Pricing / Products" can be found in the electronic price list under the Tabs named...

- **Price Catalog Summary**
- Discount Schedule
- Warranty Options
- Notebooks, Laptops, Portables
- Desktops and Workstations
- Servers
- Peripherals A-L
- Peripherals M
- Peripherals N
- Peripherals O-Z
- Z-Wave Products
- Other Services

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.

Exhibit A – Response for National Cooperative Contract Full response follows Exhibit A

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance Additional response follows Exhibit G

Exhibit H – Advertising Compliance Requirement Exhibit H placed in TAB 7

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

The Region 4 Education Service Center (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 Cabling and Data Management. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

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

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

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

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

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

Suppliers are required to pay an Administrative Fee of three percent (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 \$25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

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

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

Full response follows Exhibit A

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and

nelud	e proof of such certification in the response:
a.	Minority Women Business Enterprise
	☐ Yes 🕱 No
	If yes, list certifying agency:
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) ☐ Yes ■ No
	If yes, list certifying agency:
c.	Historically Underutilized Business (HUB) ☐ Yes 🕱 No If yes, list certifying agency:
d.	Historically Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes X No If yes, list certifying agency:
e.	Other recognized diversity certificate holder
	☐ Yes 🕱 No
	If yes, list certifying agency:

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

3.2 Distribution, Logistics

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

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

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - · Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account 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.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 00 in year one
\$.00 in year two
\$.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative 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.
 - 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.

Web: www.NeedThese.com

Tab 3 - Performance Capability

1. 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 OM-NIA Partners.

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

NeedThese (a DBA of Creative Industries & Technology, LLC) has been in business since April of 1999. NeedThese is listed in the Phoenix Business Journal for being in the Top 20 for Technology Companies selling to the Arizona marketplace. NeedThese was also featured in the 10th anniversary edition of Ranking Arizona magazine within the Computer Retailer section. NeedThese also received a Top SMB Growth Award for its continued sales growth within the education technology market. NeedThese strives to be the premier technology service and solution provider to the education market. NeedThese remains focused and is reaping the benefits of a strong customer base and a growing, vibrant business.

NeedThese is a known entity in the education market. NeedThese personnel attend education specific trade shows and government specific events. NeedThese is a Strategic Partner for the annual AASBO conference, which is the premier show for Arizona education business officials. For 20+ years NeedThese has delivered solutions, technologies and services to school districts.

NeedThese prides itself on having school districts as its primary customer base. Our integral relationships with school districts has provided us with knowledge that has benefitted our customers, with more efficient sales cycles, fewer misunderstandings as to what is wanted and a closer matching of products to desired solutions, all at competitive prices. This experience brings substantial added value to this proposal offering.



NeedThese 4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

NeedThese Mission Statement - "Our mission is to build long-term RELATIONSHIPS with CUS-TOMERS by delivering what is promised."

B. Total number and location of salespersons employed by Supplier.

NeedThese has a total of 5 sales account executives. 3 sales account executives are located in Phoenix, Arizona and 2 sales account executives are located in Texas.

C. Number and location of support centers (if applicable) and location of corporate office.

NeedThese has sales and service offices located in the following...

Arizona Corporate Office: Arizona Mailing Address:

NeedThese NeedThese 4235 East Wood Street PO Box 7400 Phoenix, AZ 85040 Tempe, AZ 85281

Email: info@NeedThese.com

Texas Address:

NeedThese 4975 Preston Park Blvd. Suite 505 Plano, TX 75093

Email: info@NeedThese.com

D. Annual Sales for the three (3) previous years.

NeedThese 2018 Sales = \$3,193,000.00 NeedThese 2019 Sales = \$3,123,000.00 NeedThese 2020 Sales = \$6,884,000.00 NeedThese 2021 YTD Sales = \$7,800,000.00

a. Submit FEIN and Dunn & Bradstreet

FEIN = 86-0949920 D&B Number = 62-346-2301

E. Describe any green or environmental initiatives or policies.

At NeedThese, making sure we partner with manufacturers that implement responsible environmental practices is very important. NeedThese partners with technology companies that practice



Web: www.NeedThese.com

sustainability and recycling programs that we can pass on to our customers.

For example; NeedThese has sold thousands of Dynabook laptops to school districts in Arizona. Dynabook practices recycling programs that allow the customer to Sell Back, Mail Back, (EPEAT compliant program for laptops and monitors), Donate and Drop Off old technology. This gives the customer options to reverse the trend of depositing potentially harmful technology into landfills. NeedThese also partners with local agencies that specialize in technology recycling. When a customer needs to refresh their technology, NeedThese facilitates not only the new technology sale but also the recycling of the old technology if the customer chooses.

By including these progressive programs, NeedThese plays its part in helping improve and sustain the environment for the future.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

NeedThese does not currently have a diversity program, but NeedThese utilizes distribution partners, such as Ingram Micro and Synnex, that have diversity programs available. If a customer is interested in using such programs, NeedThese will contact the distribution partner for additional details regarding the proper use of the diversity program. At this time, there are no pricing changes if such programs were utilized.

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - A. Minority Women Business Enterprise = **NO**
 - B. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) = **NO**
 - C. Historically Underutilized Business (HUB) = NO
 - D. Historically Underutilized Business Zone Enterprise (HUBZone) = **NO**
 - E. Other recognized diversity certificate holder = **NO**
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

The subcontractors that NeedThese currently uses do not hold minority-owned certifications. Future subcontractors NeedThese uses that are certified minority-owned can be listed for reference if required at that time.



Web: www.NeedThese.com

I. Describe how supplier differentiates itself from its competitors.

NeedThese sales approach has been and continues to be one based on personal contact and hands on assistance in any way to support the customer as needed. NeedThese personnel are constantly onsite clearly identifying their customer's needs, making sure their processes are understood and ensuring solutions are being suggested and provided. We have come to realize that a few moments spent onsite with the customer is worth hours spent on the phone.

NeedThese continues to educate our sales team on the current cutting edge technology/ communication products which allows us to not only search out education specific technology solutions but also translate the technology from products that meet the "public need" to the education marketplace. That in conjunction with our hands on approach gives NeedThese the advantage to be able to bring into the school system the best technology solution to meet each individual customer's needs while maintaining competitive pricing for each solution.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

NeedThese has not been involved in any litigation, bankruptcy or reorganization.

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

NeedThese has not had any debarment or suspension actions taken against the company.

3.2 Distribution, Logistics

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

NeedThese offers a broad range of technology products, services and solutions. NeedThese is



Web: www.NeedThese.com

offering technology products, services and solutions in multiple categories. NeedThese offers a great range of technology hardware, software, audio/visual, security and services to its customers.

Regarding hardware, NeedThese not only offers desktops, laptops, tablets, servers and peripherals from leading manufacturers, but also offers its own white-box brand of desktops, laptops and servers known as NTROX. On the software side, NeedThese is able to provide Adobe, Google Chrome Management, Microsoft, Veritas and Zoom software solutions to name a few. NeedThese also provides Audio/Video, Security and Service solutions for the customer.

To see a full offering of hardware, software, audio/visual, security and service solutions, please see the "Electronic Price Catalog" that is found on the attached flash drive attached to this proposal.

- Computer Notebooks, Laptops & Portables
- Computer Desktops & Workstations
- Computer Servers
- Technology Peripherals
- Technology Software
- Audio & Visual Technology
- Sercurity Technology
- Technology Services

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.

NeedThese will utilized its multiple distribution partners to distribute the products/services nationwide. As stated in a question and answer below, NeedThese partners with many distribution partners that have multiple warehouse locations nationwide.

Currently, NeedThese offers all products and services within the 48 continental United States. Alaska, Hawaii and all United States Territories and Outlying Areas are excluded at this time.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Participating agencies may verify contract pricing by reviewing the order with their NeedThese sales account representative. The most current posted price list may be reviewed as well.

Web: www.NeedThese.com

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

NeedThese will be the only company that is involved in all areas of processing, handling or shipping the products/service to the end user that is located in Arizona locally.

When a product or service is processed utilizing direct ship from the manufacturer or drop shipped from the distribution partner, those companies are involved in processing and shipping the products. Also, companies such as Fedex and UPS to name a few would be involved in delivery of such products to the customer throughout the United States.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Currently, NeedThese operates out of Phoenix, AZ (Primary) and Texas.

NeedThese partners with multiple distribution partners that have facility warehouses throughout the United States that are utilized daily to ship technology products nationwide to quickly and efficiently meet the demands of the marketplace.

Ingram Micro Distribution Warehouse list; Jackson, TN / Fresno, CA / Breinigsville, PA / Ft. Wayne, IN / Roseburg, OR

Synnex Distribution Warehouse list;

Tracy, CA / Chino, CA / Dallas, TX / Southaven, MS / Romeoville, IL / Columbus, OH / Chantilly, VA / Monroe, NJ

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 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



Web: www.NeedThese.com

90 days

Once the contract is awarded, NeedThese will announce to it's staff the details of the new contract. Because NeedThese has been award procurement contracts in the past, implementation of the new contract into the firm will be relatively quick. Within the first 90 days, NeedThese will have inhouse meetings with it's employees to go over the details of the contract and to let them know how to best go about selling the contract to its current and potential customers. NeedThese will announce the awarded contract via its networking portals including the following...

- Personal on-site visits
- NeedThese website
- Email marketing
- Phone calls
- Social Media outlets (Facebook, Twitter, Linked-in, etc.)
- Notifications listed on quotes currently being sent out to customers
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's wesite within 90 days
 - iii. Design, publication and distribution of co-branded marketing materials with first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications

Web: www.NeedThese.com

throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- **OMNIA Partners standard logo;**
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- **Marketing Materials**
- Electronic link to OMNIA Partners' website including the online registration
- A dedicated toll-free number and email address for OMNIA Partners

NeedThese plans to market an awarded contract in a variety of different ways within the first 90 days. A co-branded OMNIA Partners and NeedThese press release would be mass emailed to current and potential customers. NeedThese would also announce the news of its awarded OM-NIA Partners contract via the NeedThese website and all NeedThese social media feeds. NeedThese would update its marketing brochures and collateral to include the newly awarded OM-NIA Partners contract, these materials are used heavily by sales reps and during tradeshow events. NeedThese can adhear to all points listed above.

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.

NeedThese has built many strong relationships within the education market in Arizona and Texas via their current OMNIA Partners contract. Introducing this contract for "Cabling and Data Management" will add substantial opportunity for continued growth. It will continue to be mutually beneficial for OMNIA Partners and their customers.

OMNIA Partners customers will regularly hear from NeedThese marketing department, via targeted emails. The OMNIA Partners logo will be prominently and properly displayed in these communications.

NeedThese will continue its participation in tradeshows it already attends and will emphasize its continued relationship with OMNIA Partners, via its own booth advertising at events such as



Web: www.NeedThese.com

AASBO, SFB, AZTEA, TCEA and OMNIA Partners related events.

In addition, NeedThese will continue to market its services and products under the OMNIA Partners contract to non-educational political subdivisions which are also members of OMNIA Partners, such as counties, cities and towns in Arizona, Texas and nationwide.

NeedThese will continue to hold a series of training events for the benefit of OMNIA Partners customers. These events would be in regard to its product offerings and the advantage members would gain by purchasing products from NeedThese utilizing the contract. NeedThese is already well regarded in the education community and this OMNIA Partners contract adds to cementing these relationships even further.

As of September 21, 2021 NeedThese holds the following procurement contracts;

- OMNIA Partners (Contract #R161702, Cabling and Network Products & Solutions)
- NCPA (Contract #02-85, High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services)
- 1GPA (Contract #16-11PV-14, Technology and Audio/Visual Solutions)
- 1GPA (Contract #19-07PV-04, Internal Connections, E-Rate Category 2 Eligible)

During the past couple of years, the current OMNIA Partners contract (R161702) has been utilized for the majority of NeedThese's revenue sales. NeedThese would continue to pursue this trend with an awarded contract from this RFP proposal.

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.

NeedThese agrees to provide permission for reproduction of the NeedThese Logo and also acknowledges that it requires permission for the use of the OMNIA Partners logo.

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

Web: www.NeedThese.com

iii. No cost to participate

iv. Non-exclusive

NeedThese confirms that once the contract is awarded, NeedThese will announce to it's staff and current customers the details of the new contract. Because NeedThese has been awarded procurement contracts in the past, implementation of the new contract into the company and with customers will be relatively quick.

All newly created sales materials will include the OMNIA Partners logo and the NeedThese sales team will continue to promote the use of the procurement contract using the following but not limited to...

- Contract was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

NeedThese has been on contract with OMNIA Partners for many years. The NeedThese team is familiar with OMNIA Partners and would be notified of any new changes that would be part of the new contract moving forward.

- 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



Web: www.NeedThese.com

Tony Riggs CEO triggs@NeedThese.com (480) 460-5199 x204

Fincancial Reporting / Accounts Payable / Contracts

Justin Woitas CFO jwoitas@NeedThese.com (480) 460-5199 x205

Sales / Sales Support

Diana Loo Inside Account Executive dianal@NeedThese.com (480) 460-5199 x201

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.

NeedThese national sales force is structured in the following way...

- CEO: Tony Riggs (Phoenix, AZ) leads the company. Ph: (480) 460-5199 x204 / triggs@NeedThese.com
- Sales Director: Tim McCracken Jr. (TX) oversees all sales account executives
- Account Executive: Diana Loo (AZ)
- Account Executive: Andrew Huynh (AZ)
- Account Executive: Melany White (TX)

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

NeedThese has built many strong relationships within the education market in Arizona and Texas via their current OMNIA Partners contract. Introducing this new contract for "Cabling and Data Management" will add substantial opportunity for continued growth.

Customers will regularly hear from NeedThese marketing department, via targeted emails. The OMNIA Partners logo will be prominently and properly displayed on these communications.

NeedThese will continue its participation in tradeshows it already attends and will emphasize its continued relationship with OMNIA Partners via its own booth advertising at events such as



NeedThese 4235 East Wood Street Phoenix, AZ 85040

Ph: (480) 460-5199

Web: www.NeedThese.com

AASBO, SFB, AZTEA and TCEA.

NeedThese will continue to hold a series of training events for the benefit of OMNIA Partners customers. These events would be in regard to its product offerings and the advantage members would gain by purchasing products from NeedThese utilizing this new contract. NeedThese is already well regarded in the Educational community and this "Cabling and Data Management" contract adds to their value.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

NeedThese would manage the overall national program throughout the term of the master agreement much the same way as it has with previous OMNIA Partners contracts. Once NeedThese is awarded the contract, introducing the new contract to our current and potential customers will begin. Like the previous and current contracts we hold with OMNIA Partners, we would educate eligible entities about the benefits of procurement through the use of contracts. No longer would the customer need to worry about the time consuming bid process. NeedThese would continue to promote the use of the contract as a way of saving time and knowing they are dealing with a trusted contract holder.

Regarding timely contract administration, NeedThese is a current OMNIA Partners contract holder that is currently emailing monthly sales reports. This practice would continue seamlessly with this new agreement.

Also, NeedThese has the ability to provide management reports, consolidated billing by location, time and attendance reports, etc for each eligible agency. NeedThese utilizes robust CRM software to document and track all order/project transactions. NeedThese documents each project and archives it for a minimum of 5 years.

K. 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.

NeedThese previous year sales to public agency customers = \$6,900,000.00

NeedThese top 10 public agency customers for 2020



Web: www.NeedThese.com

- Isaac School District = \$677,899.00	Mr. Perez	wperez@isaacschools.org
- Cartwright School District = \$599,683.44	Mr. Molino	kevin.molino@csd83.com
- Western Maricopa Education Center = \$276,741.59	Mr. Gerardo	george.gerardo@west-mec.org
- Buckeye Elementary School District = \$217,877.35	Mr. Pino	jpino@besd33.org
- Pinal County Schools = \$130,805.38	Mr. Lin	plin@pinalk12.org
- Union Elementary School District = \$37,792.13	Mr. Haley	mhaley@uesd.org
- Scottsdale Unified School District = \$35,620.00	Mr. Topham	mtopham@susd.org
- Prescott USD = \$35,072.45	Mr. Peterson	steven.peterson@prescottschools.com

L. 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.

NeedThese utilizes robust software solutions for complete order management.

The software is used to create customer quotes, sales orders, receive customer purchase orders, process purchase orders to distribution partners, ship orders to customers and receive payment from customers, all within the same software solution.

Also, depending on the need for communication (RMA, Pricing, Contract Issues, etc.) NeedThese uses the same system to ensure that appropriate personnel will be in contact with the appropriate customer point of contact.

All communications with customers are logged. Issues are tracked to completion via a routing system that keeps the appropriate person in the loop. Issues will be kept open until a documented response is provided via phone or email to the OMNIA Partners entity or participant within the requested timeframe.



Web: www.NeedThese.com

N. 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.

Many times when Public Agencies issue their own solicitations, it is an indicator that sales account executives are late to the game. But, in these instances that this occures, NeedThese will adhear to the four points listed above that detail the approved options on how to proceed when NeedThese submits a pricing offer to the customer.

- 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive 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 REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

Participating Public Agency: NeedThese (a DBA of Creative Industries & Technology, LLC) An Arizona LLC	OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies: NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC			
Authorized Signature Justin Woitas	Signature Sarah E. Vavra			
Name CFO / Partner - NeedThese	Name Sr. Vice President, Public Sector Contracting			
Title and Agency Name September 21, 2021	Title			
Date	Date			

Exhibit D **Principal Procurement Agency Certificate, Example**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners,
Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for
Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.
I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency. Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]
JUD
Signature
Juśtin Woitas
Name
CFO / Partner
Title
September 21, 2021
Date

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

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

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

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES	< /1	Initials	of	Authorized	Representative	of
offeror					•	

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.
Does offeror agree? YES
(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? YESInitials 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
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.
Does offeror agree? YESInitials of Authorized Representative of offeror
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.
Does offeror agree? YESInitials of Authorized Representative of offeror
(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does offeror agree? YES Initials of Authorized Representative of offeror RECORD RÉTENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES ______Initials of Authorized Representative of offeror

Version July 27, 2021

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YESInitials of Authorized Representative of offeror
Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.
Offeror's Name: NeedThese
Address, City, State, and Zip Code: 4235 East Wood Street, Phoenix, AZ 85040
Phone Number: (480) 460-5199 Fax Number: (480) 460-5099
Printed Name and Title of Authorized Representative: Justin Woitas - CFO / Partner
Email Address: jwoitas@NeedThese.com
Signature of Authorized Representative:

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

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

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

Affirmative Steps

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. REMEDIES

- **Standard**. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- **a.** <u>Standard.</u> All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. <u>See 2</u> C.F.R. Part 200, Appendix II(B).
- **b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. <u>Federally Assisted Construction Contract</u>. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- **(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. <u>Standard</u>. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). <u>See 2</u> C.F.R. Part 200, Appendix II(D). 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.
- b. <u>Applicability</u>. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- **c.** Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.

- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. 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").

<u>Suggested Language</u>. The following provides a sample contract clause:

<u>Compliance with the Davis-Bacon Act.</u>

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- **a.** Standard. Recipient and subrecipient contracts must 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").
- **b.** Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. <u>Applicability</u>. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards

Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
- \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- **b.** Applicability. This requirement applies to "funding agreements," but it DOES NOT apply

to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

<u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

- Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- **c.** <u>Suggested Language</u>. The following provides a sample contract clause.

Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

 The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

- <u>Standard</u>. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
 - **b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.see.2 C.F.R. § 180.530.
- ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.

- 3. The contract is for federally-required auditservices.
- 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. <u>Suggested Language</u>. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Suggested Language.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, NeedThese , certifies or affirms the truthfulness and
accuracy of each statement of its certification and disclosure, if any. In addition, the
Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38,
Administrative Remedies for False Claims and Statements, apply to this certification and
disclosure, if any.
CLAUS.
Signature of Contractor's Authorized Official
Signature of Contractor's Admonized Cinicial
Justin Woitas - CFO / Partner
Name and Title of Contractor's Authorized Official
September 21, 2021
Date

11. PROCUREMENT OF RECOVERED MATERIALS

- <u>Standard.</u> A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. <u>See_2</u> C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. <u>Applicability</u>. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

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

- i.The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the UnitedStates.

13. CHANGES

- a. <u>Standard</u>. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. <u>Applicability</u>. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
 - fraudulent claims for payment to the federal government. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Offeror's Name: Need I nese	
Address, City, State, and Zip Code: 4235 Ea	ast Wood Street, Phoenix, AZ 85040
Phone Number: _(480) 460-5199	Fax Number: _ (480) 460-5099
Printed Name and Title of Authorized Repres	sentative: Justin Woitas - CFO / Partner
Email Address:jwoitas@NeedThese.com	
Signature of Authorized Representative:	() AUX
Date: September 21, 2021	

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.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

4235 East Wood Street, Phoenix, AZ 85040

NeedThese

Name of Organization:

Organization Address:

Part I Check the box that represents the type of business organization:					
	Sole Proprietorship (skip Parts II and III, execute certification in Part IV)				
$\square_{N^{C}}$	on-Profit Corporation (skip Parts	Il and III, execute certification in Part IV)			
\square_{Fo}	or-Profit Corporation (any type)	X Limited Liability Company (LLC)			
□Pa	artnership Limited Partr	nership Limited Liability Partnership (LLP)			
Ot	her (be specific):				
<u>Part</u>	<u>II</u>				
X	The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)				
	OR				
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)					
(Please attach additional sheets if more space is needed):					
Na	Name of Individual or Business Entity Home Address (for Individuals) or Business Address				
Harolo	d Riggs	16416 South 18th Drive, Phoenix, AZ 85045			
Justin	Justin Woitas 532 North Saguaro Street, Chandler, AZ 85224				

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

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

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

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

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

Part IV Certification

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

Full Name (Print):	Justin Woitas	Title:	CFO / Partner
Signature:	C) ALDA	Date:	September 21, 2021

Version July 27, 2021

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey		
County of	ss:	
I,	residing in Chandler (name of municipality) and State of Arizona	of full
age, being duly sworn according to law or	n my oath depose and say that:	
I am CFO / Partner (title or position)	of the firm of NeedThese (name of fi	firm)
	the bidder making this Proposal for the bid	
full authority to do so that said bidder has participated in any collusion, or otherwise connection with the above named project; affidavit are true and correct, and made with the above named project; affidavit are true and correct, and made with the above named project; affidavit are true and correct, and made with the partners are lies upon the contracting unit of the statements contained in this affiditure that no person or selling contract upon an agreement or understand	not, directly or indirectly entered into any agreer taken any action in restraint of free, competitive and that all statements contained in said proposal ith full knowledge that the Region 4 ESC and in the truth of the statements contained in said Proposal idevit in awarding the contract for the said project agency has been employed or retained to solicit of ling for a commission, percentage, brokerage, or a fide established commercial or selling agencies many contracts.	e bidding in all and in this posal et. or secure such contingent
Subscribed and sworn to before me this day in Norfolk, Virginia on	Signature	
September 16, 2 021 Notary public of Virginia		e)
My Commission expires		

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

Company Name:	NeedThese				
Street:	4235 East Wood Street				
City, State, Zip Code:	Phoenix, AZ 85040				
Proposal Certification:					
proposal will be accepte	s compliance with New Jersey Affirmative Action regulations. Company's d even if company is not in compliance at this time. No contract and/or sued, however, until all Affirmative Action requirements are met.				
Required Affirmative A	ction Evidence:				
Procurement, Professiona Vendors must submit w	d & Service Contracts (Exhibit A) with proposal:				
1. A photo	copy of their Federal Letter of Affirmative Action Plan Approval				
OR					
2. A photo OR	copy of their Certificate of Employee Information Report				
3. A compl	ete Affirmative Action Employee Information Report (AA302)				
Public Work – Over \$50	0,000 Total Project Cost:				
A. No approved Federal	or New Jersey Affirmative Action Plan. We will complete Report Form				
AA201-A upon recei	pt from the				
B. Approved Federal or	New Jersey Plan – certificate enclosed				
I further certify that the the best of my knowledge					
September 21, 2021	Justin Woitas: CFO / Partner				
Date	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 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

- The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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 N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor	Information				
Vendor Name:	NeedThese				
Address: 4235 East Wood Street					
City:	Phoenix	State: AZ	Zip: 850	40	
The undersigned bei compliance with the accompanying this f	provisions of N.J.				
JAL.		Woitas	CFO / P	artner	
Signature	Pri	nted Name	Title		
	Part II	- Contrib	ution Di	sclosure	
political contribut the committees of	ions (more than s the government	\$300 per election	cycle) over t the form pro	he 12 months p	t include all reportable rior to submission to cal unit.
Contributor	Name	Recipient N	ame	Date	Dollar Amount
		***************************************		1000	\$
	*				
	<u> </u>				
					+
	-				-
	-				+
Check here if the	he information is c	continued on subse	quent page(s)		

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 Busines	ss:					
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. OR						
I certify the unde	I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.					
Check the box	that represents the type of busines	ss organization:				
Partnershi	Corporation	Sole Proprieto	orship			
Limited Pa	artnership	Corporation	Limited Liability Partnership			
Subchapte	r S Corporation					
	ze the form below, and, if necessar	ry, complete the	stockholder list below.			
Stockholders:						
Name:	Harold Riggs	Name:	Justin Woitas			
Home Address:	16416 South 18th Drive	Home Address:	532 North Saguaro Street			
	Phoenix, AZ 85045		Chandler, AZ 85224			
Name:		Name:	•			
Home Address:		Home Address:				
Name:		Name:				
Home Address:		Home Address:				
2 <u>02</u> 1 in Norfolk, V	n before me this 16 day of <u>September</u> , Virginia. KETSIA MCCLEASE Electronic Notary Public Commonwealth of Virginia Registration No. 327724		(Affiant) USTIN WO(TAS CFO/PARTNER			
My Commission expi			nt 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.

<u>Please reference the following page for a copy of the Certification of Non-Involvement in Prohibited Activities in Iran.</u>

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Bidder/Offeror: NeedThese

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

FAILURE TO CHECK ONE OF THE	BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
contract must complete the certification below to atte subsidiaries, or affiliates, is identified on the Departme in Iran. The Chapter 25 list is found on the Division must review this list prior to completing the below of non-responsive. If the Director finds a person or ent	entity that submits a bid or proposal or otherwise proposes to enter into or renew a sest, under penalty of perjury, that neither the person or entity, nor any of its parents, ent of Treasury's Chapter 25 list as a person or entity engaging in investment activities it's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders certification. Failure to complete the certification will render a bidder's proposal tity to be in violation of law, s/he shall take action as may be appropriate and provided imposing sanctions, seeking compliance, recovering damages, declaring the party in party
PLEASE CHECK THE APPROPRIATE BOX:	
subsidiaries, or affiliates is <u>listed</u> on the N.J. activities in Iran pursuant to P.L. 2012, c. 25 ("	c. 25, that neither the bidder listed above nor any of the bidder's parents, I. Department of the Treasury's list of entities determined to be engaged in prohibited "Chapter 25 List"). I further certify that I am the person listed above, or I am an officer am authorized to make this certification on its behalf. I will skip Part 2 and sign and
OR	
the Department's Chapter 25 list. I will prov and sign and complete the Certification by	e bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on vide a detailed, accurate and precise description of the activities in Part 2 below below. Failure to provide such will result in the proposal being rendered as non-d/or sanctions will be assessed as provided by law.
EACH BOX WILL PROMPT YOU TO PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF	INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.
Name	Relationship to Bidder/Offeror
Description of Activities	
<u> </u>	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number
ADD AN ADDITIONAL ACTIVITIES ENTRY	
my knowledge are true and complete. I attest that I am an acknowledge that the State of New Jersey is relying on obligation from the date of this certification through the co answers of information contained herein. I acknowledge the his certification, and if I do so, I recognize that I am subje	present and state that the foregoing information and any attachments thereto to the best of uthorized to execute this certification on behalf of the above-referenced person or entity. I the information contained herein and thereby acknowledge that I am under a continuing ompletion of any contracts with the State to notify the State in writing of any changes to the nat I am aware that it is a criminal offense to make a false statement or misrepresentation in act to criminal prosecution under the law and that it will also constitute a material breach of the State at its option may declare any contract(s) resulting from this certification void and Signature:
Fitle: CFO / Partner	Date: 9/21/2021
OI O / Faither	Date. 9/21/2021/
	,

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

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

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

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Justin Woitas		Title:	CFO / Partner
Signature: _	JUD	Date:	September 21, 2021

MCBRIDE-PRINCIPLES



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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	VENDOR/BIDDER: NeedThese		
VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989			
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.			
I, the undersigned, on behalf the Vendor/Bidder, certify po	ursuant to N.J.S.A. 52:34-12.2 that:		
CHECK THE AF	PPROPRIATE BOX		
The Vendor/Bidder has no business operations in Northern Ireland; or			
OR The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.			
CERTIFICATION			
I, the undersigned, certify that I am authorized to execute this conformation and any attachments hereto, to the best of my known of New Jersey is relying on the information contained herein, from the date of this certification through the completion of any changes to the information contained herein; that I am awar misrepresentation in this certification. If I do so, I will be subject a material breach of my agreement(s) with the State, permitticertification to be void and unenforceable.	owledge are true and complete. I acknowledge that the State and that the Vendor/Bidder is under a <u>continuing obligation</u> my contract(s) with the State to notify the State in writing of rare that it is a criminal offense to make a false statement or ct to <u>criminal prosecution</u> under the law, and it will constitute		
< /200	September 21, 2021		
Signature CFO / Portrary	Date		
Justin Woitas - CFO / Partner Print Name and Title			

Version July 27, 2021

Web: www.NeedThese.com

Tab 3 - Performance Capability

2. 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.

NeedThese has signed Appendix D, Exhibit B

3. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

NeedThese has completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

4. Describe how Offeror responds to emergency orders.

NeedThese customer "Buckeye Elementary School District" placed an order for 100+ computer systems. A few days later, Buckeye ESD decided to expidite a purchase of additional computer systems. A common practice for NeedThese when a large quantity of technology product is purchased, is to order additional product for stock. This stock is used to replace any product that may ship DOA or if additional items are needed. In this case, NeedThese had additional product available the day Buckeye ESD placed the order. This order was completed within a couple of days, much sooner that the standard 7-10 days for custom built computer systems.

Sometimes customers need accelerated delivery for emergency orders. NeedThese utilizes its relationships with distribution and manufacturer partners to help accelerate the process when it is possible. NeedThese has access to many distribution warehouses throughout Arizona and surrounding states. These warehouse locations are a factor in the length of time it takes to complete the order. In many cases, orders have been fulfilled in 2 days or less by using in-state distribution warehouse locations.

5. What is Offeror's average Fill Rate?

If an OMNIA Partner customer orders a product that is currently in stock, the standard delivery is 1 to 3 days depending on the customer's location in regards to the location of the stocked product.



Web: www.NeedThese.com

NeedThese primarily ships via FedEx, however USPS, UPS, ONTRAC and other local freight lines are also utilized. For local deliveries the NeedThese delivery vehicles are utilized. It is possible for the customer to recommend a carrier of their choice. Tracking numbers are routinely emailed to the customer to notify them of when to expect delivery.

If the customer purchases a product that is backordered or low stock available, the product will be procured within the distribution channel and NeedThese will work with the Manufacturer to acquire an accurate date of fulfillment.

6. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

NeedThese is able to deliver orders within 1 to 3 business days as long as product is readily available. During the Covid-19 Pandemic, certain technology items have taken much longer to fulfill because of high demand and slow manufacturing and shipping issues.

7. Describe Offeror's return and restocking policy.

Return and restocking fees are listed on the electronic price list, first tab labeled "Price Catalog Summary." Currently, NeedThese has a 15% restocking fee. For acceptable returns, NeedThese will accept returns that fall within 30 days of purchase. Also, NeedThese does not charge shipping on returns.

8. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

NeedThese adhears to the manufacturers warranty standard, but also is proactive and is in communication with the customer about warranty time frames. NeedThese has seen the benefits of notifing the customer of an upcoming warranty expiration. In doing so, this gives the customer an opportunity to take care of any lingering issues or to possibly upgrade the warranty in certain situations.

9. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

The OMNIA Partner customer should do the following when requesting service/problem resolution for items purchased from NeedThese.



Web: www.NeedThese.com

Service/problem support requests are immediately passed to our Customer Service Department, which is staffed from 8am to 5pm MST Monday-Friday. The customer may also email customerservice@NeedThese.com at any time. Email requests for maintenance or technical support are monitored 24 x 7, with notification going to the responsible staff member and manager.

Besides emailing customerservice@NeedThese.com, the customer may contact their NeedThese Account Executive, who will escalate the service needed to the respective area. NeedThese Account Executives are typically a first point of contact when a problem arises, even after hours, because they have fostered good customer relationships. Most issues are addressed immediately, with a goal that problems be taken care of in less than 24 hours or within one (1) business day.

NeedThese supports customers when unforeseen problems occur. For example, damage during shipping can sometimes be a finger pointing exercise. In a recent incident, the customer called their NeedThese Account Executive and relayed what had happened to their direct from the Manufacturer order (drop shipped). The Account Executive verified the order and provided the information to the NeedThese customer service department. Distribution and the manufacturer were contacted about the problem and a solution was established. An exchange of product took place within 2 business days, meeting the critical needs of the customer. This solution avoided dealing with the shipping company, ensuring the order was completed for the customer in a timely manner.

Customer support is very important to OMNIA Partners and NeedThese extends its full customer service capabilities to them.

10. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/pcards.

NeedThese will invoice upon receipt of the product to the billing address listed on the Purchase Order. All invoices will be mailed via US Mail or electronically should the customer request it. The process is as follows:

- Goods are delivered and Packing List is signed by the customer
- Packing list is returned to NeedThese
- Invoice is generated
- Invoice is mailed to billing address or emailed to customer

The standard terms of payment is Net 30 Days. Payment terms may be extended upon the approval of NeedThese per entity request.

NeedThese accepts checks, wire-transfers and major credit cards for viable methods of payment. No additional fees pertaining to credit cards/p-cards.



Web: www.NeedThese.com

11. Describe Offeror's contract implementation/customer transition plan.

When NeedThese is awarded a contract, introducing and transitioning the new contract to our current and potential customers will begin. Like the previous and current contracts we hold with OM-NIA Partners, we would educate eligible entities about the benefits of procurement through the use of contracts. No longer would the customer need to worry about the time consuming bid process. NeedThese would continue to promote the use of the OMNIA Partners contract as a way of saving time and knowing they are dealing with a trusted contract holder.

Also, NeedThese has built many strong relationships within the education market in Arizona and Texas via their current OMNIA Partners contract. Introducing this contract for "Cabling and Data Management" will add substantial opportunity for continued growth. It will continue to be mutually beneficial for OMNIA Partners and customers. Customers will regularly hear from NeedThese marketing department, via targeted emails. The OMNIA Partners logo will be prominently and properly displayed in these communications. NeedThese will continue its participation in tradeshows it already attends and will emphasize its continued relationship with OMNIA Partners, via its own booth advertising at events such as AASBO, SFB, AZTEA and TCEA. In addition, NeedThese will continue to market its services and products under the OMNIA Partners / Region 4 ESC contract to non-educational political subdivisions such as counties, cities and towns nationwide. NeedThese will continue to hold a series of training events for the benefit of OMNIA Partners customers. These events would be in regard to its product offerings and the advantage members would gain by purchasing products from NeedThese utilizing this contract.

12. Describe the financial condition of Offeror.

2020 and 2021 have been a very busy time for NeedThese. The pandemic has caused many customers to purchase additional technology to meet the demand of new norms, such as distance learning. Due to this increase in technology buying, NeedThese has been a trusted partner for many customers allowing for renewed, healthly growth.

NeedThese financial condition is very strong and is continuing to grow into new regions within the United States. In the past 12 months sales account executives have been stationed in the Florida and Texas regions opening the door to continued growth.

13. 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.

Customers may subscribe and gain a login and password for which they may place orders. The



Web: www.NeedThese.com

NeedThese website is maintained in-house so changes and additional features can be made instantaneously.

NeedThese will provide access to the entities that request it for online ordering. A link can be established to reference OMNIA Partners for entities logging on to our site. NeedThese will also be able to provide a link directly to the OMNIA Partners website, NeedThese will be as accommodating as needed within reason.

www.NeedThese.com

14. Describe the Offeror's safety record.

NeedThese ensures that its staff, when working in the field is utilizing the safest equipment for the job. Both protection gear and training are provided to ensure a safe project deployment.

NeedThese prides itself on its effectiveness of their safety record. The project manager works diligently to make sure all staff works efficiently and safely on all projects. Staff participate in safety training in various areas of implementation. Documented lost hours to date for this type of contract is 0 as no injuries have been reported within the last 5 years. If hours were lost our staff is cross trained and our project manager would ensure backup staff is available to fill in gaps left by those not present.

15. Provide any additional information relevant to this section.

The turnaround time for NeedThese to setup new large public agency accounts is very quick. NeedThese specializes in working with many large public K-12 school districts such as Mesa Public Schools and Chandler Unified School District to name a few.

Time required to provide a complete order once a purchase order is received is 3-5 business days for peripherals and 7-10 days for custom built computer systems as long as product stock is readily available.

Once NeedThese receives the purchase order from the customer, a sales order is generated for that customer. If the product is currently on-hand, NeedThese ships the product next day in most cases, which is much sooner than the normal 3-5 business days for parts and 7-10 days for custom built computer systems.

Web: www.NeedThese.com

TAB 4 - Qualification and Experience

1. Provide a brief history of the Offeror, including year it was established and corporate office location.

NeedThese (a DBA of Creative Industries & Technology, LLC) has been in business since April of 1999. NeedThese is listed in the Phoenix Business Journal for being in the Top 20 for Technology Companies selling to the Arizona marketplace. NeedThese was also featured in the 10th anniversary edition of Ranking Arizona magazine within the Computer Retailer section. NeedThese strives to be the premier technology service and solution provider to the education market. NeedThese remains focused and is reaping the benefits of a strong customer base and a growing, vibrant business.

NeedThese is a known entity in the education market. NeedThese personnel attend education specific trade shows and government specific events. NeedThese is a Strategic Partner for the annual AASBO conference, which is the premier show for Arizona education business officials.

For 20+ years NeedThese has delivered solutions, technologies and services to school districts. NeedThese prides itself on having school districts as its primary customer base. Our integral relationships with school districts has provided us with knowledge that has benefitted our customers, with more efficient sales cycles, fewer misunderstandings as to what is wanted and a closer matching of products to desired solutions, all at competitive prices. This experience brings substantial added value to this proposal offering.

NeedThese Mission Statement—"Our mission is to build long-term RELATIONSHIPS with CUS-TOMERS by delivering what is promised."

Corporate office location.

Physical Location **Mailing Address** NeedThese NeedThese 4235 East Wood Street PO Box 7400 Phoenix, AZ 85040 Tempe, AZ 85281

2. Describe Offeror's reputation in the marketplace.

The technology industry is an aggressive one. Not only is the competition abundant and fierce, but many customers switch vendors frequently. Much of the competition in the education community derives from pricing, however if a company seeks to not only compete but thrive in this market on price alone, they will fail. NeedThese has come to realize that since products and prices are all competitive and similar in nature the key to long term customers must come from another area,



Web: www.NeedThese.com

customer satisfaction and confidence. Customers not only look for and expect continued and consistent satisfaction, but customers also desire to partner with knowledgeable vendors that understand their purchasing restraints and guidelines. NeedThese has proven to be a company that understands education procurement, education policies and displays knowledge on how to avoid pitfalls for both the vendors and the procurement agents. NeedThese understands that a successful relationship between customer and vendor provides an environment for both the company to grow and at the same time provides all sizes of school districts with cutting edge, reliable technology and services.

3. Describe Offeror's reputation of products and services in the marketplace.

NeedThese reputation of products and services has been and continues to be one based on personal contact and hands on assistance in any way to support the customer as needed. NeedThese personnel are constantly onsite clearly identifying their customer's needs, making sure their processes are understood and ensuring solutions are being suggested and provided. We have come to realize that a few moments spent onsite or via an online webcam meeting with the customer is worth hours spent on the phone.

NeedThese continues to educate our team on the current cutting edge technology/communication products which allows us to not only search out education specific technology solutions but also translate the technology from products that meet the "public need" to the education marketplace. That in conjunction with our hands on approach gives NeedThese the advantage to be able to bring into the school system the best technology solution to meet each individual customer's needs while maintaining a competitive price quote for each solution.

4. Describe the experience and qualification of key employees.

CEO / Executive Support: Tony Riggs

Phone: (480) 460-5199 x204 Email: triggs@NeedThese.com

Tony Riggs, an Education Market expert, is the CEO / Director of Sales for NeedThese. During the past two decades, Tony has been a constant fixture within the education community and is well versed in their technology needs and processes. Many of Tony's current customers have been with him through this time. Tony has vast experience with federal, state and local procurement contracts such as OMNIA Partners, Mohave, NCPA and 1GPA. Tony's technology background comes from his service in the United States Marine Corps where he served as a technologist from 1989-1995.

Inside Sales Executive: Diana Loo



Web: www.NeedThese.com

Phone: (480) 460-5199 x201 Email: dianal@NeedThese.com

Diana Loo, a sales and service professional, is the Logistics Manager / Inside Sales Executive for NeedThese. Diana has been part of the high-tech industry since 1995. Diana is meticulous when working with customers and understands the importance of clear communication to make sure the relationship prospers. Diana has extensive experience with federal, state and local procurement contracts that customers use on a daily basis. This helps cultivate a positive rapport with customers. Diana also manages the daily logistical operations pertaining to customer projects that are in the works.

CFO: **Justin Woitas**

> Phone: (480) 460-5199 x205 Email: jwoitas@NeedThese.com

Justin Woitas is the Chief Financial Officer for NeedThese. Justin is entrusted with developing and nurturing relationships between NeedThese and its suppliers, customers and financial institutions. Justin's thoroughness and attention to detail has ensured that NeedThese and its customers have seamless and accurate business transactions. Justin also plays an integral part in maintaining the procurement contracts that NeedThese uses to allow customers to purchase technology products and services. Justin graduated with Honors from South Dakota State University in 1999.

Sales Director: Tim McCracken Jr.

Phone: (817) 627-4382

Email: tmccracken@NeedThese.com

Tim McCracken, a senior high-tech industry executive with 10+ years' experience in enterprise and channel solution sales, is adept at leading high-performing sales teams focused on delivering customer value, while dramatically accelerating revenue growth. With 12 years at Samsung Electronics as Sr. Director of Sales and a long career in technical sales, Tim has a proven track record of recruiting, enabling and mentoring top sales talent to exceed goals. His strong reputation as a strategic thinker, planner, and leader of both internal and external stakeholders builds to achieve diverse business objectives.

Sales Account Executive: Andrew Huynh

Phone: (480) 460-5199 x217 Email: ahuynh@NeedThese.com

Andrew is an experienced Sales Account Executive for NeedThese. He has been part of the hightech industry since 2003. As a former math teacher, Andrew understands firsthand how teachers



Web: www.NeedThese.com

work with technology in the classroom. He cares about his clients and works diligently to provide superior customer service, solutions that fit, and competitive pricing. Andrew graduated from UCLA in Applied Mathematics. He is a top producer partnering with K-12 schools comprised of small, medium and large districts.

Sales Account Executive: Melany White

Phone: (469) 553-2253

Email: mwhite@NeedThese.com

Melany White is a top producing account executive at NeedThese and is a multi-talented dynamic business development, outside sales, lead hunter, client account manager and marketing professional. Applying her MBA from SMU Cox School of Business, Melany developed business opportunities across her career with K-12 school districts, higher education, national and multi-national corporations, commercial real estate, mixed-use developments, hotels, retailers, and has built strong alliances with strategic partners. Her career started at AT&T and has led into K-12 educational technology with a passion for excellent education, consultative sales and service.

5. Describe Offeror's experience working with the government sector.

NeedThese sells 100% to the education and government market. NeedThese primarily focuses on selling to the education and government markets via procurement contracts such as OMNIA Partners. NeedThese understands that the general technology marketplace is saturated with competitors; anyone can purchase cabling and data management products and solutions from whomever they choose. Focusing our sales on the education and government market allows NeedThese to greatly distinguish ourselves from the thousands of technology/communications vendors in the marketplace. From time to time technology resellers attempt half heartily to penetrate the education and government market, but a majority fail due to lack of knowledge of the customers and their policies. This continues to be an essential strength of NeedThese.

6. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

NeedThese and its current officers have not been involved in any litigation, bankruptcy, reorganization or Federal, State or Local investigations.

7. 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.



NeedThese

4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

Entity Name Buckeye Elementary School District

Contact Name Juan Pino

Title Director of Information Technology

City and State Buckeye, AZ
Phone Number (623) 925-3400
Email jpino@besd33.org

Years Serviced Valued customer since 2001

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$241,000.00

Entity Name Gadsden Elementary School District

Contact Name

Luis Ramirez

Title

IT Director

City and State

San Luis, AZ

Phone Number

(928) 627-6540

Email dramirez@gesd32.org

Years Serviced Valued customer since 2003

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$783,000.00

Entity Name Western Maricopa Education Center

Contact Name George Gerardo

Title Director of Information Technology

City and State Glendale, AZ Phone Number (623) 738-0022

Email george.herardo@west-mec.org Years Serviced Valued customer since 2014

Description of Services Computer Hardware, Peripherals, Services and Software

Annual Volume \$470,000.00

Entity Name Riverside Elementary School District

Contact Name Stacey Hawkins
Title IT Director
City and State Phoenix, AZ
Phone Number (602) 477-8900

Email shawkins@riverside.k12.az.us Years Serviced Valued customer since 2008

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and



NeedThese

4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

Systems

Annual Volume \$3,553,000.00

Entity Name
Contact Name
Robert Begazo
Title
Network Engineer

City and State Peoria, AZ Phone Number (623) 773-7673

Email robb.begazo@peoriaaz.gov Years Serviced Valued customer since 2020

Description of Services Computer Hardware, Networking, Peripherals, Services

Annual Volume \$40,000.00

Entity Name Pinal County School Office Education Service Agency

Contact Name Peter Lin

Title Information Technology Manager

City and State Florence, AZ

Phone Number (520) 450-4465

Email plin@pinalk12.org

Years Serviced Valued customer since 2011

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$33,000.00

Entity Name Chandler Unified School District

Contact Name Steve Ybarra

Title Director of Information Systems

City and State Chandler, AZ Phone Number (480) 812-7695

Email ybarra.steve@cusd80.com Years Serviced Valued customer since 2010

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$27,000.00

Entity Name Cartwright School District #83

Contact Name Kevin Molino

Title Director of Information Systems

City and State Phoenix, AZ



NeedThese

4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

Phone Number (623) 691-5991

Email kevin.molino@csd83.com
Years Serviced Valued customer since 2018

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$638,000.00

Entity Name Isaac School District
Contact Name Wadaberto Perez

Title Director of Information Systems

City and State Phoenix, AZ Phone Number (602) 455-6700

Email wperez@isaacschools.org
Years Serviced Valued customer since 2014

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$1,000,000.00

Entity Name Gila Bend Unified School District #24

Contact Name Dr. Anthony Perkins

Title School District Superintendent

City and State Gila Bend, AZ Phone Number (928) 683-2225

Email anthonyp@gbusd.org

Years Serviced Valued customer since 2015

Description of Services Computer Hardware, Networking, Peripherals, Services, Software and

Systems

Annual Volume \$697,000.00

Entity Name Manara Academy District

Contact Name Denise Sudan

Title Principal

City and State Irving, TX

Phone Number (972) 304-1155

Email dsudan@manaraacademy.org
Years Serviced Valued customer since 2021

Description of Services Computer Hardware, Peripherals, Services, Software

Annual Volume \$143,000.00



Web: www.NeedThese.com

8. Provide any additional information relevant to this section.

Please see the following pages for reference letters from valued customers and projects NeedThese has implemented.

TAB 4 - References

Please see the following pages for reference letters from valued customers and projects NeedThese has implemented.

- Buckeye Elementary School District #33
- Cartwright School District #83
- Chandler Unified School District #80
- Gadsden Elementary School District #32
- Glendale Elementary School District
- Omaha North Magnet School (Reference #1)
- Omaha North Magnet School (Reference #2)
- Pinal County School Office Education Service Agency
- Riverside School District #2 (Reference #1)
- Riverside School District #2 (Reference #2)
- Western Maricopa Education Center (West-Mec)



To whom it may concern,

Buckeye Elementary School District has been doing business with NeedThese for over 17 years. Mr. Tony Riggs has always been forward thinking and willing to share other school districts' experience with us, as we explore new IT products. They recognize the needs of our school districts and they partner with us in providing a solution that improves student achievement. They are innovative and resourceful and always go a step beyond to satisfy our needs. They value our relationships and customer service is trustworthy. I fully recommend NeedThese be considered for award of contract with your organization.

Sincerety, Juan Pino

IT Director BESD33

September 14, 2021

To Whom It May Concern:

I am pleased to write this letter of recommendation for NeedThese. I have known and worked with Andrew Huyn for over 6 years. Their honest and straightforward sales approach along with prompt service and pricing are what got our attention.

Learning for all. Every child, every school, every day.

Andrew provides exceptional customer service and provides very competitive pricing. We have been very satisfied with the entire process and experience.

I would recommend NeedThese as a solutions and service provider.

Sincerely,

Cevin Molino

Director of Information Technology Cartwright School District #83



CHANDLER UNIFIED SCHOOL DISTRICT NO. 80

James T. Perry Administration Center • 1525 West Frye Road • Chandler, Arizona 85224 (480) 812-7000 • FAX: (480) 812-7015

"Dedicated to Excellence"

Camille Casteel, Ed.D., Superintendent

NeedThese P.O. Box 7400 Tempe, AZ 85281

To Whom It May Concern:

Chandler Unified School District has worked with NeedThese for over 7 years, they are a valued partner in the education community and we are pleased to provide this letter of recommendation for them.

They are prompt, friendly and always available when technology issues arise. They work hard to stay informed about the educational process and ensure procurement policies are followed.

I would recommend them to any school district that is seeking a partnership and we look forward to continuing our relationship with them.

Sincerely

Steve Ybarra

IT Director for CU\$D #80

GADSDEN ELEMENTARY SCHOOL DISTRICT NO. 32

1453 N. Main Street, Suite F P.O. Box 6870 San Luis, AZ 85349 (928) 627-6540 FAX: (928) 627-3635

Dr. Raymond V. Aguilera, Superintendent Olivia E. Zepeda, Associate Superintendent

> "STUDENT-CENTERED LEARNING IN AN ENGLISH LEARNING COMMUNITY"

Governing Board Luis Marquez, President Tadeo De La Hoya, Clerk Guillermina Fuentes Gloria Torres Rosa Varela

August 19, 2016

To Whom It May Concern:

I have been working with NeedThese for over 12 years in my position as I.T. Director.

I have found NeedThese to be extremely helpful and informative when I request information on any products/services for any of our schools or departments. Over the years, I have received favorable reports from the district personals for their ability to be available and quick response.

I look forward to continuing our business relationship with NeedThese and am confident I will continue to receive the same professional performance from this vendor. I would highly recommend NeedThese for any information technology solutions.

Sincerely,

Luis D Ramirez

IT Director

Gadsden Elementary School District 32



Administrative Center

7301 N. 58th Avenue Glendale, AZ 85301 (623) 842-8100

Bicentennial North 7237 W Missouri (623) 842-8290

Bicentennial South 7240 W. Colter

(623) 842-8295

Challenger 6905 W. Maryland (623) 842-8314

Coyote Ridge 7677 W. Bethany Home (623) 842-8215

> Desert Garden 7020 W. Ocotillo (623) 842-8214

Desert Spirit 7355 W. Orangewood (623) 842-8216

Discovery

7910 W. Discovery (623) 842-8213

Don Mensendick 5535 N 67th Avenue (623) 842-8260

Glendale American 8530 N. 55th Avenue (623) 842-8280

Glendale Landmark 5730 W. Myrtle (623) 842-8304

Glenn F. Burton

4801 W. Maryland (623) 842-8270

Harold W. Smith 6534 N 63rd Avenue (623) 842-8230

Horizon 8520 N. 47th Avenue (623) 842-8200

Isaac E. Imes 6625 N 56th Avenue (623) 842-8220

> Melvin E. Sine 4932 W. Myrtle (623) 842-8240

Sunset Vista 7775 W. Orangewood (623) 866-4017

> William C. Jack 6600 W. Missouri (623) 842-8250

To Whom It May Concern:

I have had the pleasure of working with NeedThese for the past few years. The person that I replaced in the technology purchasing job at our company had many years of experience with NeedThese and highly recommended that I continue to work with them.

I have found them to be very personable and helpful. NeedThese is very prompt about returning voice mails and emails and is very knowledgeable about products. Diana Loo, with whom I first worked, was also very helpful and pleasant to work with.

I have also found that they are very competitive in their pricing.

I would highly recommend NeedThese to anyone who has technology needs to be addressed.

Sincerely,

Pat Molnar Technology Support Tech/Buyer Glendale Elementary School District 7301 N. 58th Ave. Glendale, AZ 85301 623-842-8134 pmolnar@gesd40.org

OMAHA NORTH HIGH MAGNET SCHOOL



December 19, 2014

Dear Tony Riggs,

On the behalf of the Omaha North High School and our Academy of Finance Program, I am Imani Spellman and I would like to thank you for taking time out of your day on December 12th to support our great program. I am not only excited to use the Samsung and Soti technology, but also to be more successful in reaching my career goals. This was just a spark of something wonderful for me and the rest of my classmates.

From the video, to the tablets, to sharing our ideas and thoughts with you this day, the technology has already allowed me to learn beyond the classroom. Success has already started by learning off site and using the technology to engage our learning. At Omaha North, we have continued to use the technology in our business classes, but have also worked with open minded teachers to allow us to bring the technology into the classroom.

Finally, because of the support from the community and business partners, I am proud to say that I will have a competitive edge on using technology in my learning and in the business field when I graduate in 2016. Thank you for sharing this opportunity with myself and our classmates.

Thank you,

Imani Spellman

Omaha North High School- 2016 Graduate

Tom Dickey

Omaha North High School- National Academy Foundation Coordinator

Gene Haynes

Omaha North High School-Principal

4410 North 36th Street Omaha, Nebraska 68111-2217 (402) 557-3400

OMAHA NORTH HIGH MAGNET SCHOOL



December 19, 2014

Dear Community Member,

On behalf of Omaha North High School, Samsung, and the National Academy Foundation, I would like to say thank you and a job well done to Luis, Alan, and Tony of NeedThese. Their team based out of Arizona, was able to work with our team in Nebraska, to install and train our staff in Samsung products in a very efficient and professional manner.

What I liked most about the team from Arizona is their hard work, dedication to make sure the products work, and understanding of how to take their products and connect them into those that are already in the school. When the team arrived in Omaha, Nebraska, they were at the school for 12 hours each day, for five days, to make sure everything worked and the teachers understood the products that were being used.

I would like to say thank you once again to the company of NeedThese and would recommend their installation and technology service to others in the United States because of their professionalism, education and training, and their continued support of their products after their installation. Companies like NeedThese are greatly appreciated for their service.

Thank you

Thomas Dickey

Omeha North High School

Omaha, Nebraska

4410 North 36th Street Omaha, Nebraska 68111-2217 (402) 557-3400



Pinal County School Office Education Service Agency

July 7, 2019

NeedThese PO Box 7400 Tempe, AZ 85281

To Whom It May Concern,

It is with great confidence that I recommend NeedThese for your technology products and services.

Pinal County School Office Education Service Agency has been doing business with NeedThese for over 10 years. They recognize the needs of our school districts; they partner with us in providing a solution that improves student achievement. They are innovative and resourceful. They value our relationships and customer service is trustworthy.

I fully recommend NeedThese be considered for award of contract with your organization.

Sincerely,

Peter Lin

IT Manager



RIVERSIDE SCHOOL DISTRICT NO. 2

1414 S. 51st Avenue Phoenix, Arizona 85043 http://www.resdonline.org/

Governing Board

Mr. Martin Gonzales President mgonzales@riverside.k12.az.us

Ms. Joyce Luckie Vice President jluckie@riverside.k12.az.us

Ms. Maria Marin Member mmarin@riverside.k12.az.us

District Administration

Dr. Jaime Rivera Superintendent of Schools (602) 477-8900 Ext. 1116 jrivera@riverside.k12.az.us

Mr. Ruben B. Gutierrez Associate Superintendent for Teaching and Learning (602) 477-8900 Ext. 1117 rgutierrez@riverside.k12.az.us

Mr. Jose Moreno Business Manager (602) 477-8900 Ext. 1120 jmoreno@riverside.kl2.az.us

Dr. Anthony Perkins Director of Special Education And Childhood Development (602) 477-8900 Ext. 1513 aperkins@riverside.k12.az.us

School Administration

Ms. Rochelle Elliott Principal Kings Ridge Prepatory Academy (602) 477-8960 Ext. 3115 relliott@riverside.k12.az.us

Mrs. Teresa Soto Principal Riverside Traditional School (602) 262-1339 tsoto@riverside.k12.az.us Tuesday, May 03, 2011

To Whom It May Concern:

I have had the pleasure of working with NeedThese for the past several years with different districts. In each of my working relationships with them, they have been responsive and courteous.

In my current capacity as Superintendent of Riverside Elementary School District I continue to experience professionalism, responsiveness and a level of commitment to education from NeedThese. Combined with fair pricing, excellent service and an all-around good attitude it is no wonder that NeedThese has become an integral part of our district as well as many other districts in the state. One additional fact that stands out about NeedThese is their commitment to the job even if they have to work well into the night.

Riverside Elementary School District will continue to utilize NeedThese as a valued partner and would highly recommend them to other school districts.

Dr. Jaime Rivera Superintendent

Sincerely,



RIVERSIDE ELEMENTARY SCHOOL DISTRICT NO. 2

"A Highly Excelling School District" 1414 S. 51st Avenue Phoenix, Arizona 85043

R2 Governing Board



Dr. Joyce Lucki



Mrs. Lucia Perez Del Cid Vice President



Mr. Martin Martinez Member

District Administration



Dr. Jaime Rivera Superintendent

Mr. Ruben B. Gutierrez Teaching & Learning (602) 477-8900 Ext. 1117 rgutierrez@riverside.k12.az.us

Mr. Jose Moreno Business & Student Services (602) 477-8900 Ext. 1120 jmoreno@riverside.k12.az.us

School Administration

Mr. Marcus J. Piña Principal Riverside Traditional School 602-272-1339 Ext. 2804 mpina@riverside.k12.az.us

Mr. Talmadge Tanks Principal Kings Ridge Preparatory Academy (602) 477-8960 Ext. 3115 ttanks@riverside.k12.az.us

Mrs. Ramona Gonzales Planning Principal 3rd Site rgonzales@riverside.k12.as.us Stacey Hawkins
Riverside Elementary School District
1414 S. 51st Avenue
Phoenix, AZ 85043
shawkins@riverside.k12.az.us

P: 602.330.4593 F: 602.272.8378

August 16, 2016

To Whom It May Concern:

Riverside Elementary School District is pleased to provide this reference letter to NeedThese for the outstanding service and variety of products they offer to our district.

Riverside has been utilizing NeedThese for the past five years and they have been prompt, priced fairly, and always willing to go the extra mile. NeedThese has expertise in technology and audio/visual solutions.

The NeedThese staff is friendly and always available to speak with me for any matter. They are quick to respond to quotes and ensure that all paperwork matches and are processed in accordance with our procedures.

NeedThese knowledge of the education community and the emphasis they place on assisting school districts is unparalleled and is one of the main reasons Riverside ESD will continue to purchase from NeedThese.

Sincerely,

Stacey D. Hawkins Director of Technology September 15, 2021

To whom it may concern,

NeedThese has been a technology partner for West-MEC since 2012. Andrew Huynh has been our account representative since 2017. Andrew's level of service has been exceptional, he is quick to respond to requests for quotes, follows up on the orders, and personally ensure the product has been delivered. Our district could save money by using larger national vendors, however, the level of service and lack of attention to our account does not match the level of service and personal care we get from NeedThese and Andrew. Andrew not only knows my name and interests, he has taken the time to get to know several of our staff, too. This level of service is not been matched by the larger national vendors.

I am pleased to recommend NeedThese and Andrew Huynh as your educational technology partner. Should you have any questions or would like to discuss personally, please feel free to contact me directly.

George Gerardo IT Director West-MEC 623-738-0021 george.gerardo@west-mec.org 4235 East Wood Street Ph: (480) 460-5199
Phoenix, AZ 85040 Web: www.NeedThese.com

TAB 5 - Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

*PLEASE SEE THE FOLLOWING PAGES TO VIEW "VALUE ADD" PRODUCTS AND SER-VICES THAT NEEDTHESE PROVIDES TO CUSTOMERS.

1. Complete Education Classroom Solutions

- Solution #1 Conference Room
- Solution #2 Playground
- Solution #3 Classroom Lab
- Solution #4 Hallways
- Solution #5 Gymnasium
- Solution #6 Office Hallway
- Solution #7 Lunchroom / Auditorium
- Solution #8 Library

2. NeedThese Partner Advantage

- "A Partner's Partner" Doc
- 3. Operational
- 4. Shipping
- 5. Customer Service and Reporting
- 6. NeedThese Additional Value Added Services
- 7. Certificate of Insurance Document
- 8. State of Arizona "Certificate of Good Standing"
- NeedThese is a DBA of Creative Industries & Technology, LLC
- 9. Vendor Certifications



Web: www.NeedThese.com

1. Complete Education Classroom Solutions

Technology is always changing! Technology certainly affects the way teachers teach and how students learn and the way each communicates with each other. NeedThese provides technology solutions for the classroom environment. NeedThese integrates proven and innovative technology solutions into the classroom in a perfected step-by-step process. These technology solutions create an enhanced way of learning for the students.

What does the "Complete Education Classroom Solution" look like? What steps are involved in setting the solution up within an existing classroom? What key role does Automation in the school environment play?

The "Complete Education Classroom Solution" is made up of many different technology devices that are able to communicate with each other in a classroom environment to better the teaching experience by engaging students and allowing them to interact. Utilizing integrated technology further advances the student's knowledge raising the chances of successful career integration upon graduation. The solutions we integrate allow for the learning process and the school's curriculum to better be integrated efficiently and effectively. In order to have a successful integration of technology into a classroom the district and classrooms infrastructure must be up to the challenge of supporting multiple devices running simultaneously. Along with all the technology being used, there are many essential accessories that are needed to maintain the integrity of the equipment to ensure the technology works for years. With all this new technology being implemented into the classroom environment, how does automation play a key role in keeping energy costs down along with keeping classroom activities efficient? NeedThese works to ensure the technology integrated into the classroom and at the district level is capable of being energy efficient, regulated with a centralized automation system and offers time savings while being utilized in the classroom. The automation of many of these tools will allow for an increase in teaching time without the need to extend the school day and will help eliminate human errors. The following list is an example of items you would find in an average classroom utilizing the NeedThese complete education classroom solution.

Classroom Devices:

NeedThese provides many different technology devices and accessories for the classroom environment such as desktop computers, notebooks, tablets, tablet cases, chromebooks, etc. This use of technology helps connect learning inside and outside the classroom. The integration of automation exist in both the grading capabilities of the teachers and the ability to track and maintain these portable devices.

Classroom Presentations:

Using these powerful technology tools in the classroom environment helps educators create classroom presentations that keep students engaged and on task. It is believed that it is much easier to



Web: www.NeedThese.com

keep students focused due to the increase in use of technology in the classroom. With the implementation of multi-touch large format displays (LFDs), overhead audio and headphones, teachers are able to break through the distractions and effectively engage students in class. Automated technologies such as these can be moved by the simple touch of a tablet or phone and move the LFDs out of the way for other instruction to continue. The overhead audio can provide automated instructions allowing the students and teachers to stay on task.

Classroom Infrastructure:

With the increase of technology being used in the classroom, existing network infrastructure may need to be upgraded. Many existing wireless networks struggle to meet user demand. Managing data is an ongoing need which continues to grow as the amount of data students create within the classroom increases. Twenty students using technology within the classroom simultaneously can create a large demand for an infrastructure that operates at maximum efficiency and security. Wireless access points, managed security appliances, firewalls, smart ups devices, servers, networked surveillance cameras and printers are a few infrastructure devices. Many people overlook cabling and the effects it has on the technology environment – NeedThese looks at when, how and what was installed for cabling to try and eliminate bottlenecks wherever possible. Automation will typically start with the infrastructure allowing for network wide monitoring and control. IT Directors can have LFDs mounted in their offices showing what is "on" or "off" in the schools allowing for greater energy efficiency and even student safety when it comes to controlling locks on doors at entryways.

Classroom Essentials:

Items needed to store, charge and protect technology are essential to keeping the classroom efficient and making sure items are protected and ready for future use. Such items include protective cases, keyboards, mice, storage and charging carts/stations. Even the automation of accessories and storage carts can be implemented from monitoring tablet charging to tracking of accessories/ supplies for accountability purposes; it all can work together from beginning to end.

What steps are needed to implement this solution?

NeedThese likes to follow the "5-P Rule," Proper Planning Prevents Poor Performance." NeedThese works with the key decision makers within the school district to plan what technology will be used, how it will improve teaching and how will it help time be used more efficiently. Applying this logic is essential in creating the "Complete Education Classroom Solution" that works best for the school district.

- What technology devices will be used in the classroom?
- How will this technology improve teaching?
- How will this technology help time be used more efficiently?



Web: www.NeedThese.com

What key roles does "Automation" play within the school environment? School districts are very concerned about staying green, keeping their carbon footprint small, but how is this accomplished when the use of technology is increasing within the classroom? Using Z-Wave technology allows items such as lights, door locks, thermostats, sensors and water control to wirelessly and securely communicate with a phone, tablet or desktop computer. This easy to use and install technology allows for significant energy and time savings. Z-Wave is a low-energy, efficient technology that is scalable and can control up to 232 different devices with a single controller. Many controllers can be used together in a single environment and even across the network – the Wynn Hotel in Las Vegas has 65,000 Z-Wave devices running its room automation. Z-Wave operates on a different frequency than Wi-Fi so there is no interference. Here are a few benefits for utilizing Z-Wave controlled automation into the "Complete Education Classroom Solution."

- Easy to install
- No new wire it's wireless
- Any tech product with Z-Wave logo on the box communicates with any other
- Secure same encryption as online banking
- UL Certified
- Variety of choices
- Energy & Time savings

Z-Wave Technology Essentials:

- Low Powered RF communications technology that supports full mesh networks without the need for a coordinator node
- Operates in the sub-1GHz band; impervious to interference from Wi-Fi and other wireless technologies in the 2.4-GHz range (Bluetooth, ZigBee, etc.)
- Designed specifically for control and status apps, supports data rates of up to 100kbps, with AES128 encryption, IPV6, and multi-channel operation
- The Z-Wave PHY and MAC layers are defined by ITU-T Recommendation G.9959.
- The frequencies used by Z-Wave are listed in Z-Wave Alliance Recommendation ZAD12837, "Z-Wave transceivers - Specification of Spectrum Related Components"
- Full interoperability through layer 6 with backwards compatibility to all versions.
- Successfully bridged and trialed with OpenADR, SEP 1, SEP 1.1 and other Smart Energy protocols.
- Shares the same position in the NIST / SGIP Catalog of Standards as the IEEE 802.11 and 802.15 and 802.16 families

Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technology and software. Please reference the following examples of Commercial Automation Applications for the following solutions offered within the "Complete Education Classroom Solution," they can be located in the following pages listed as...



Web: www.NeedThese.com

- Solution #1 Conference Room
- Solution #2 Playground
- Solution #3 Classroom Lab
- Solution #4 Hallways
- Solution #5 Gymnasium
- Solution #6 Office Hallway
- Solution #7 Lunchroom / Auditorium
- Solution #8 Library

In summary, NeedThese is revolutionizing the "Complete Education Classroom Solution." The engineering, testing and integration of curriculum is unmatched by any as NeedThese works closely with School Districts to integrate Technology, Professional Development and Automation while intimately working on Lesson Plans, Curriculum and back-end office software integration. NeedThese provides the schools with the proven technology that streamlines the classroom learning environment. NeedThese works with the key decision makers at the school district to help plan what technology will be implemented and how it will benefit teaching and efficient use of time. Automation is used to help reduce the amount of energy waste with the increase of technology use within the school district. NeedThese uses these components to create and implement successful deployments of the "Complete Education Classroom Solution!"







No need to bother the tech department when a conference is in session. Just choose a pre-set scene based on the rooms needs or provide access to all hardware through the employees ID badge. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.



Solution #1 - Conference Room







Imagine sending the kids out to play on the playground and not worry about students burning themselves on hot parts of the playground or if it is too hot. Your sensors and water regulators work in conjunction without human interference to cool the area down prior to students entering the playground! The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

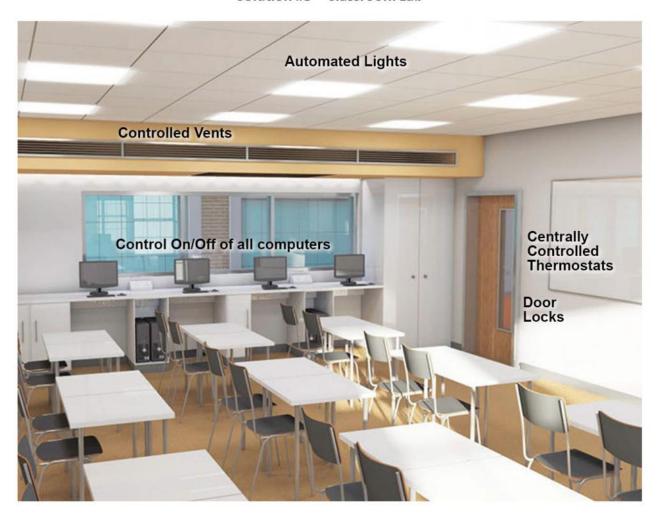


Solution #2 - Playground





Teachers can now interact with their rooms without bothering classroom time or staff by simply adjusting the temperature or moving the Controlled Vents to blow air differently. If the teacher closes the vents why keep the air running – it will turn off automatically! The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

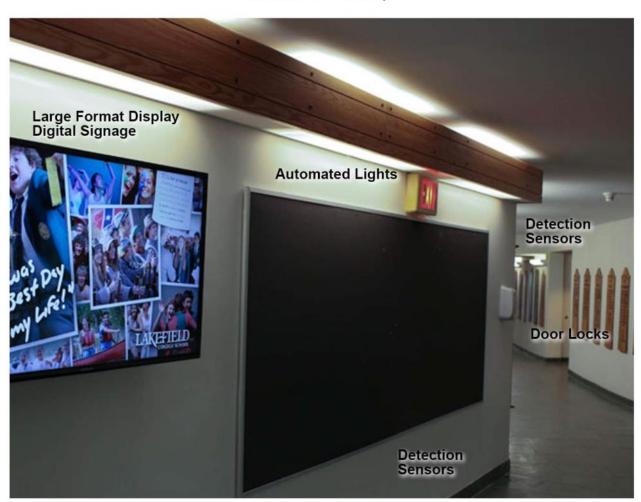


Solution #3 - Classroom Lab





Imagine standing in front of the digital screens and actually getting content you need because it will launch while you are standing in front of it. Have lights follow people along with locks to ensure safety and less wasted resources in the building. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.



Solution #4 - Hallways





Set the perfect scene for graduation – keep the parents perfectly cool in all areas of the gym and put on the performance of a lifetime with the simple touch of a button. Know when the doors are being opened even when an even is going on – imagine the safety! The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

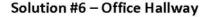


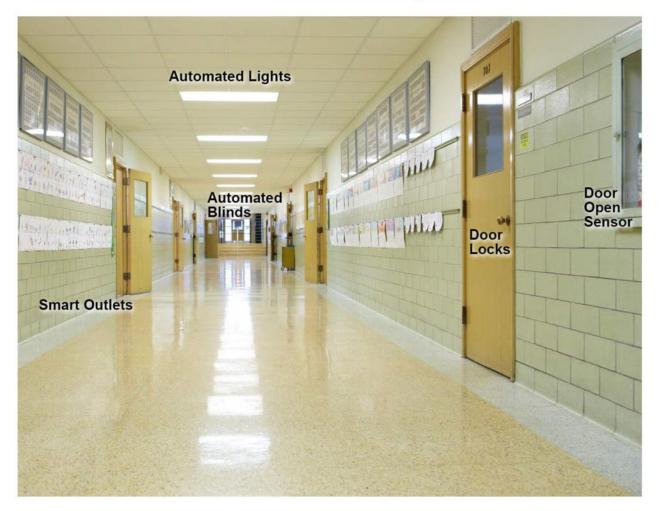
Solution #5 - Gymnasium





Save energy in between classes by dimming the lights and when people are in the area have them back at full brightness! Safety, safety, safety – always know when someone is exiting or entering a classroom. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.









Save time by getting students and parents in and out of the facility in an organized and automated fashion all the while providing security and proper heating or cooling. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.



Solution #7 - Auditorium





Have students check out books seamlessly. Use scanners and locking solutions to remind students to check out the book instead of walking out with it. Adjust the lights for how many students are in the Library at any given time. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.



Solution #8 - Library



NeedThese 4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

2. NeedThese Partner Advantage

NeedThese is your "Tech-ucation Partner". As the premier technology systems integrator for schools and education facilities, NeedThese manages the installation and integration technologies with the goal of making technology exciting and useable. NeedThese facilitates the resale and implementation of top-tier technology-software through its trusted partners, manufacturers and in-house hardware. Beyond installation and maintenance of technology, NeedThese delivers in-depth, on-site and web based training using certified technology teachers.

We provide:

- A Complete Education Technology solution
- Customized Solutions tailored to individual schools, districts and government entities
- A totally dedicated staff with well in-excess of 100 years of education and technology experience
- A roadmap with milestones, key productivity indicators and project health indicators
- Professional Development
- Workshops
- Coaching
- Collaborative learning
- Custom coded software solutions
- Long-term partner commitment

The Qualification Process

NeedThese partners with resellers around the country to fulfill technology needs of education and technology entities. NeedThese strives to only partner with resellers of the highest service level, reputation and stability. The qualification process includes the following steps:

- Non-Compete/Non-Disclosure Agreement
- Reference Check
- Adequate Insurance Verification
- Adequate Liquidity and/or Credit Check
- "Partner Agreement"
- Marketing/Brand Agreement
- Process/Customer Satisfaction Agreement
- Appropriate Certification

Partnerships

NeedThese proudly holds procurement contracts that ease the process of purchasing



NeedThese 4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

technology for school districts and government entities. There are approximately 89,000 government entities across the United States. We believe access to this customer base provides our Partners a competitive advantage not otherwise available.

NeedThese has worked with more than 500 schools, district and other entities completing comprehensive projects of all sizes and levels of complexity. Whether the solution requires infrastructure, training or simple technology, NeedThese creates the total education technology solution.

Some of NeedThese past and current clients include:

- Riverside ESD
- Brooklyn Bedding
- **Buckeye ESD**
- Gadsden ESD
- Western Maricopa Ed. Center
- Union ESD
- City of San Luis
- MWW
- Osborn Elementary Dis
- Gila Bend USD
- Prescott USD
- Washington ESD
- Gilbert Public Schools
- Sacaton School District #18
- Chandler USD
- Nogales USD
- Akron R-1 School District
- Samsung SEA
- Saddle Mountain USD
- Cave Creek USD
- FIRST ASSEMBLY OF GOD OF CALLA
- Eloy Elementary School Dist 11

Professional Development

In providing a total education technology solution, NeedThese partners to develop custom suited Professional Development programs with our partners. The Professional Development programs are designed to progress the interactive and advanced learning opportunities that technology provides to K/12 education.

NeedThese Professional Development programs are customized by our internal Professional



NeedThese 4235 East Wood Street Ph: (480) 460-5199

Phoenix, AZ 85040 Web: www.NeedThese.com

Development Department. Professional Development is created in the form of the following categories:

On-site Professional Development Workshops with Embedded Practice Includes instruction on:

- Functionality of the technology tools
- Implementation of technology for efficiencies in the classroom
- Research based, technology integration pedagogical practices
- Instructional strategies for technology rich classrooms
- In-depth exploration of adopted technology/software

After time for implementation and reflection:

- Follow-up lessons and workshops focused on teacher needs
- Follow-up workshops for new teacher orientations after year 1 implementation

Coaching by Technology Integration Specialist (TIS)

- Classroom walkthroughs with feedback for teachers
- Co-Planning and co-teaching between TIS and teacher
- Modeling of technology integration by TIS in teacher classrooms
- Data collection and reporting

Collaboration with Professional Learning Communities

- Teacher led professional development with support from the TIS
- Regular cycles of co-planning, teaching, observation, reflection, and data analysis
- TIS provided support on technology integration for teaching and learning
- TIS facilitated implementation of new technologies and innovation

Partner Support

NeedThese work hand-in-hand with each partner to insure a total education technology solution for each customer. Our Partners provide solutions that that include professional development and service support beyond the typical scope of other solutions providers in the industry. Utilizing this approach, NeedThese provides both technical and administrative support through each project as well assumes certain responsibilities as outlined below.

- Specifically designed portal for support resources
- Assessment of partner needs and budget
- Provide resources necessary for technical specification development, when requested, or work collaboratively when the partner provides technical specifications
- Provide access to expert Professional Development staff to create best-in-class integration and education programs for partners
- Fully dedicated call center support



NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040 Web: www.NeedThese.com

- Participate in proposal creation, as requested
- Provide project management and/or support as necessary
- Provide access to expanding network of pre-qualified local and regional contractors

Please see the following page for a copy of the "NeedThese Partner Advantage" document.



A Partner's Partner



Who We Are

NeedThese is your "Tech-ucation Partner". As the premier technology systems integrator for schools and education facilities, NeedThese manages the installation and integration of next generation technologies with the goal of making technology exciting and useable. NeedThese facilitates the resale and implementation of top-tier technology—software and hardware—through its trusted partners, manufacturers and in-house hardware. Beyond installation and maintenance of technology, NeedThese delivers in-depth, on-site, and web-based training using certified technology teachers.

How We Do It

NeedThese proudly holds procurement contracts that ease the process of purchasing technology for school districts and government entities.

Partners

NeedThese strives to develop solid, long-term relationships that can provide the absolute best educational technology products and services to the customer.

The Process

NeedThese partners with resellers around the country to fulfill the technology needs of education and government entities. Here is the step-by-step process...

- 1) Partner registration and approval
- 2) NeedThese adds partner as an "associate member of NeedThese that holds the procurement contract"
- 3) Partner sells the solution to the customer using the procurement contract vehicle
- 4) Customer sends PO to partner with "remit to" address listed as NeedThese
- 5) Partner completes the project
- 6) Partner invoices the project to customer with the "remit to" address listed as NeedThese
- Customer remits payment to NeedThese
- 8) NeedThese remits profit and tax portion of payment to partner minus the procurement contract fee

Contact Us

Contact NeedThese to apply.



Web: www.NeedThese.com

3. Operational

NeedThese operational methods and procedures for Distribution Center Security, include...

- Audit Control Logs All records and audits are kept electronically with backup copies either on paper and/or offsite digital backups.
- Receiving All products are received into our software system at the time of delivery.
- Production Production personnel for NTROX Computers are on-site at NeedThese. The systems are assembled in a professional manner and fully tested for 24-48 hours before shipping to the end user.
- Shipping NeedThese either delivers products via its delivery vehicles or utilizes FedEx/UPS where appropriate. All products are shipped in well packaged boxes and/or containers.
- Personnel All personnel are trained for their position in our warehouse and production area. All orders, shipments or deliveries, and transactions are completed electronically so that all concerned may know the status of the product or order at any time.

NeedThese has close ties with Ingram Micro, TD Synnex and D&H Distributing whose distribution centers are strategically located throughout the United States. NeedThese also maintains a local distribution warehouse for common products that are purchased by customers on a regular basis. NTROX Computers, a NeedThese brand, and computer parts are maintained at a secure location on demand by the customer.

Indicate if your company will accept all forms of purchase orders.

NeedThese is not aware of any situation where a purchase order has been unacceptable from a school or government entity. NeedThese will accept purchase orders electronically, through US Mail and via fax. NeedThese will also accept partial, complete, LVPO (Limited Value Purchase Orders) and Open Purchase Orders.

The following credit requirements are needed by the government entity in order for NeedThese to accept a purchase order?

Our standard policy is to send out a credit application requesting limited credit information. NeedThese verifies with the appropriate agency or the administrative agency to ensure the entity requesting product(s) is legitimate. NeedThese will also call the entity's purchasing department to verify the person requesting product(s) is an authorized agent for the entity.

Web: www.NeedThese.com

NeedThese process of receiving a purchase order.

NeedThese receives purchase orders electronically, through US Mail or via fax. The Purchase Order is then given to the Inside Account Executive for processing. All records are kept electronically, coded with appropriate information and hard copies are filed in the appropriate areas.

Does NeedThese require Tax Exempt Forms be provided by government entities for each PO?

In cases where we are required to keep tax exempt status on file, the tax exempt form needs only to be supplied once and only updated when status changes. As an Arizona business, out of state transactions are tax exempt in some cases.

Invoicing options NeedThese offers and the payment terms for each.

NeedThese will invoice via US Mail or electronically should the entity request it. The standard terms of payment are Net 30 Days. Payment terms may be extended upon the approval of NeedThese per entity request.

What does your company do to ensure bills are received within a reasonable timeframe and issued to government entities for payment?

NeedThese checks daily reports and matches invoices with daily documents. Customer purchase orders are sent to entities to allow for prompt payment. NeedThese also runs reports weekly to ensure entities are not late on payments.

4. Shipping

What type of shipping (USPS, UPS, FedEx, etc.) do you use? Is it possible for the government entity to choose?

NeedThese primarily ships via FedEx, however USPS, UPS, ONTRAC and DHL are utilized. For local deliveries the NeedThese delivery vehicles are utilized. It is possible for a government entity to recommend a carrier of their choice.

NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040 Web: www.NeedThese.com

Are you able to drop ship orders directly to each of our members or their recipients?

Yes, NeedThese will drop ship products to members of this contract if needed.

Purchasers shall not be charged for shipping and handling, or for any service changers. The vendor agrees all deliveries will be F.O.B. destination.

Yes, NeedThese agrees with the terms and conditions outlined in this contract in regards to F.O.B. destination, except where specified by the customer for special deliveries such as overnight shipping.

Do you have special rates with your shipping company based on volume?

N/A, NeedThese is agreeing to the Terms and Conditions of this contract, freight at no cost for normal delivery.

Describe your company's shipping schedule notification procedures.

Should NeedThese ship via FedEx, UPS, ONTRAC, USPS or other carrier, tracking numbers are routinely emailed to the customer to notify them of when to expect delivery.

Describe how your company deals with shipping delays. How do you notify your customer of delays?

In the event of a shipping delay, the customer is notified as to the ETA. Customer may also call their Account Executive to get status of the order. Customers that request a product be shipped to them by a certain day will have the Account Executive track the shipment and notify the customer of any delays.

5. Customer Service and Reporting

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

The Customer Service Department is open from 8am-5pm MST Monday thru Friday. The customer can email customerservice@NeedThese.com at any time and expect a response within 24hrs.



NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

Describe how your company handles after-hours customer service needs.

Should a need arise after hours, the customer may place a call to their Account Executive or email customerservice@NeedThese.com. Most issues can be addressed immediately or within one business day.

What is your time to turnaround for orders?

The NeedThese turnaround time for orders is 3-5 days for parts and 7-10 days for custom built computer systems. Special needs, concerns and timeframes can be negotiated with the customer.

6. NeedThese Additional Value Added Services

- Staff knowledgeable in the education community
- Toll Free 800 number for Sales and Technology support
- Single point of contact for OMNIA Partners personnel
- Customized computer configurations maintained for a minimum of 6 months excluding major industry changes
- Single billing point of contact
- Frequent specials to OMNIA Partners customers and pass through discounts from manufac-
- Asset tagging and completion of the school districts electronic or asset tag forms
- Friendly and courteous staff

7. ARTICLE 32 - RECITALS

32. Certificates of Insurance

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.

Please see the following page for a copy of the "Certificate of Insurance" for NeedThese (a DBA of Creative Industries & Technology, LLC).

Policy Number: 605438177

Date Entered: 2/12/2013

1	4 <i>C</i>		CATE OF LIABIL	ITY INS	URANC	E	DATE (MWDD/YYYY) 9/14/2021		
PRODUCER Mark Davis Insurance Agency 1050 E. Southern Ave. #C-1 mdavis2@farmersagent.com Tempe, AZ 85282			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND ON ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW						
				INSURERS AFFORDING COVERAGE					
INSU	IRED	Creative Indudtries	& Technology LLC		INSURER A. Farmers Insurance Company of Arizona				
		4		INSURER B: Ame	INSURER B. American Zurich Insurance Company				
1		PO Box 7400		INSURER C:	INSURER C:				
Tempe, AZ 85281			INSURER D:	INSURER D:					
		T.		INSURER E:	INSURER E:				
CO	VER/	AGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAM ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT V MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SU					ESPECT TO WHICH TO ALL THE TERMS	THIS CERTIFICATE MAY S, EXCLUSIONS AND CON	BE ISSUED OR		
INSR J.TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIN			
		GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000		
24:	X	COMMERCIAL GENERAL LIABILITY	605438177	2/12/2021	2/12/2022	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 100,000		
		CLAIMS MADE OCCUR				MED EXP (Any one person)	s 5,000		
p						PERSONAL & ADV INJURY	s 1,000,000		
						GENERAL AGGREGATE	\$ 2,000,000		
17		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000		
1		POLICY PRO- JECT LOC							
1	×	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000		
A		ALL OWNED AUTOS SCHEDULED AUTOS	605438177	2/12/2021	2/12/2022	BODILY INJURY (Per person)	\$		
		HIRED AUTOS NON-OWNED AUTOS Hired Car Physica	1.0			BODILY INJURY (Per accident)	s		
						PROPERTY DAMAGE (Per accident)	\$ 500,000		
8		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
		ANY AUTO				OTHER THAN EA ACC	s s		
IN_						AUTO ONLY: AGG	S \$		
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	S		
A		OCCUR CLAIMS MADE				AGGREGATE	S		
							\$		
7		DEDUCTIBLE					\$		
		RETENTION \$					\$		
		KERS COMPENSATION AND OYERS' LIABILITY				WC STATU- TORY LIMITS ER			
A	ANY F	PROPRIETOR/PARTNER/EXECUTIVE	B15193061	2/12/2021	2/12/2022	E.L. EACH ACCIDENT	\$1,000,000		
	If yes,	ER/MEMBER EXCLUDED? describe under		72731 (300) 11130 1110 1130 300 114 300		E.L. DISEASE - EA EMPLOYE			
A		AL PROVISIONS below Building & Contents	COE 420177	0/10/0001		E.L. DISEASE - POLICY LIMIT	\$1,000,000		
		cludes Replacement	605438177	2/12/2021	2/12/2022	Building	\$821,600		
A						Contents	#158,000		
DESC	Cost Coverage Deductible \$1000.00								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Premises Located at 4235 E. Wood Street. Phoenix AZ. 85040									
CERTIFICATE HOLDER CANCELLATION									
CENTIFICATE HOLDER				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION					
					date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall				
					IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
<u> </u>				REPRESENTATIVES.					
		Ÿ		AUTHORIZED REP	AUTHORIZED REPRESENTATIVE				
ACORD 25 (2001/08)					© ACORD O	ORPORATION 1988			



NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

8. State of Arizona "Certificate of Good Standing"

Please see the following page for a copy of the "Certificate of Good Standing" for NeedThese (a DBA of Creative Industries & Technology, LLC) in the state of Arizona.





STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

CREATIVE INDUSTRIES & TECHNOLOGY LLC

ACC file number: L09540266

was incorporated under the laws of the State of Arizona on 06/20/2000, and that, according to the records of the Arizona Corporation Commission, said limited liability company is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.



IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: 07/15/2020

Matthew Neubert, Executive Director







NeedThese 4235 East Wood Street Ph: (480) 460-5199 Phoenix, AZ 85040

Web: www.NeedThese.com

9. Vendor Certifications

Please see the following pages for vendor certifications from valued distribution and manufacturer partners.

- Ingram Micro authorization #1
- Ingram Micro authorization #2
- Intel Technology Provider Gold
- Microsoft Authorized Education Reseller
- Samsung Authorized Reseller and Valued Power Partner

Authorizations



To: Tony Riggs, CEO NeedThese P.O. Box 7400 Tempe, AZ 85281

From: Jeffrey Van Zee

Re: NeedThese - Ingram Micro Authorized Reseller

To Whom It May Concern;

NeedThese is and has been a valued business partner in good standing with Ingram Micro since July 2001. As the world's largest distributor of technology product, Ingram Micro sells over 170,000 products from 1300 Manufacturers and NeedThese is authorized to purchase for resale, many of these products including the following manufacturers:

NICEWARE PROCREATE NUANCE **HEWLETT PACKARD** DISKEEPER **MICROSOFT** SONY VAIO NOTEBOOKS PALM RICOH **PANASONIC** TOUGH **FILEMAKER LENOVO** BOOKS SONY CLIE INTEL SYMANTEC ACAD SONY **TOSHIBA** SPRINT SYMANTEC GOVT YOSEMITE GOOD TECHNOLOGY TREND MICRO COREL HEWLETT PACKARD LINKSYS

HEWLETT PACKARD

FOURIER

JUNIPER

ADOBE

LINKSYS

ETILIZE

CISCO

VMWARE LICENSING

KENWOOD

Please feel free to contact me directly should you require further information.

Sincerely,

Jeffrey Van Zee, Ingram Micro Western U.S. Business Development Manager Government / Education Division 714-830-8905

Authorizations



GovEd Alliance



ENFOCUS SOFTWARE

SERENA SOFTWARE	MEMOREX	DYMO CORP.
SEIKO INSTRUMENTS	MAXELL	D-LINK SYSTEMS
SEH TECHNOLOGY	MARGI SYSTEMS	DIGI INTERNATIONAL
SEAGATE	MADGE	DELKIN DEVICES
SANDISK	TSI LOGIC	DATAWATCH
SAMSUNG PRINTERS	LOGITECH	DANTZ
SAMSUNG INFO. SYSTEMS	LINKSYS	CRUCIAL TECHNOLOGY
SAMSUNG ELE AMERICA	LIND ELECTRONICS	CORP. COMMUNICATIONS INTERACTIVE (CCI)
ROXIO	LG ELECTRONICS	CORNEA SYSTEMS
RHINOTEK	LEXAR MEDIA	COLORGRAPHIC
RHINOSKIN	LEVEL 9 SOUND DESIGNS	CITIZEN
RAYON SOFTWARE (I linker Global Misse)	LAPLINK	CDCYCLONE
CONTON CONTORATION	LABIEL	CASTELLE
OHANTIM CORRORATION	NOSS SPECINES	CASEDONIC
POWERQUEST CORPORATION	KODAK	CANON
POWERFILE	KINGSTON	CANARY COMMUNICATIONS
POLYCOM VIDEO	KEYTRONIC	CABLES TO GO
PNY	KENTROX	BUSLINK
PLEXTOR	KENSINGTON	BUFFALO TECHNOLOGY
PLANAR	JES HARDWARE	BROTHER INTL
PGP	IVIEW (Under Global Mktg)	BROOKTROUT TECHNOLOGY
PERLE SYSTEMS	IOMEGA	BREEZECOM/ALVARION
PARADYNE	IOGEAR	BOUNDLESS TECHNLOGIES
PANASONIC PROJECTORS	INTEGO	BLITZZ TECHNOLOGY (Under Global Mktg)
PANAMAX	INFORMATICS/WASP BAR CODE	BEST DATA PRODUCTS
OVERLAND DATA	IMSI	BELKIN COMPONENTS
OSICOM TECH INC	IMC NETWORKS	AXIS COMMUNICATIONS
OMNITRON SYSTEMS	NOTTAM	AVOCENT
OLYMPUS IMAGE SYSTEMS	IBM	AVERMEDIA
OKIDATA	HUMMINGBIRD	AVERATEC
NORTEL NETWORKS	HITACHI PROJECTORS	ATTO TECHNOLOGY
NOKIA	HITACHI NSA	ATL PRODUCTS
NMB	HEWLETT PACKARD	ATEN TECHNOLOGY
NIKON INC	HAWKING TECHNOLOGIES	ASANTE
NEWTHY INDOSPRESS	GYRATION	APRICORN NOTEBOOK MEM
THE POST OFFI	GIVE ALL COMM	Charles of the County County Lawrence of the County County of the County
NECONITSUBISH	GLOBAL MARKETING PARTNERS	AMERICAN BALLERY (Under Global Mikg)
NEC TECHNOLOGIES	GIGAFAST (Under Global Mktg)	AMD
NEC COMPUTERS	GENICOM	AMAZON IMAGING
NCD	FUITSU IMAGING PRODUCTS	ALVARION/BREEZECOM
MULTI-TECH SYSTEMS	FUII	ALPS ELECTRIC (USA)
MSE	FORTRESS	ALLIED TELESYN
MOTION SYSTEMS	FOCUS ENHANCEMENTS	AITECH
MOBILITY ELECTRONICS	FATPIPE NETWORKS	ADTRAN
MIRAMAR SYSTEMS	FARALLON	ADS TECHNOLOGIES
MINUTEMANIPARA SYSTEMS	EXECUTIVE S/W	ADAPTEC
MINOLTA QMS	EXABYTE	ACTIONTEC
MINOLTA	ESKAPE LABS	ACD SYSTEMS
MILAN	EQUINOX	3M
MIDILAND	EPSON AMERICA	3DCONNEXION
MICROTEST	EMEDIA CORP	3COM CORPORATION
THE PARTY OF THE P	EIZO NANAO TECHNOLOGIES INC.	GOVERNMENT & EDUCATION

FEDERAL ONLY	ACCPAC	THE .
VERITAS	NOT-FOR-PROFIT & GOV/ED	4 VIDEO
PANASONIC SCANNERS	YOSEMITE TECHNOLOGIES	
MERANTSERENA	YAMAHA	
FRONTRANGE	WYSE	
FARGO ELECTRONICS INC	WATCHGUARD TECHNOLOGY	
EQUILIBRIUM	VIXIL	STEMS
CENTURY SOFTWARE	VISIONTEK	88
ALADDIN SYSTEMS	VISIONEER	CONTROLL CORS
GOVERNMENT ON	VIRTUAL INK	×
ZOOM TELEPHONICS	VIKING COMPONENTS	AD DATA
STORCASE (KINGSTON)	VIEWSONIC	TECH INC
STORCASE	VERBATIM CORPORATION	N SYSTEMS
STEPHEN GOULD	UNIBRAIN (Under Global Ming)	S IMAGE SYSTEMS
STARTECH COMPUTER	U-LEAD SYSTEMS	
SONY	U.S. ROBOTICS	NETWORKS
SONICWALL	TUT SYSTEMS	
SMC NETWORKS INC.	TURTLE BEACH	
SIMPLE TECHNOLOGY	TROY GROUP	Ċ
RICOH	TRIPPLITE	HINFOSYSTEMS
RADIAN TECHNOLOGIES	TRENDWARE	AGEINC
PROXIMA	TREND MICRO	
PRINCETON GRAPHICS	TOSHIBA IMAGING	CIBISHI
PINNACLE SYSTEMS	TOSHIBA AMERICA CONSUMER PRODUCTS	NOLOGIES
PHILIPS	TEAC	PUTERS
OPTOMA TECHNOLOGY	TDK	
ONCORE (under Global Marketin)	TARGUS	ECH SYSTEMS
MITSUBISHI ELECTRONICS	TANDBERG DATA	
MINDS AT WORK	SYSKONNECT	SYSTEMS
LIEBERT	AVA	YELECTRONICS
INTEL	SUMDEX (Under Global Mktg)	R SYSTEMS
INFOCUS	SONNET TECHNOLOGIES	ANPARA SYSTEMS
GRANDTEC USA	SONIC BLUE	QMS
FRONTRANGE LICENSING	SOCKET	
FELLOWES	SMART MODULAR	
ESKER	SHGINC	D
ENLIGHT	SIGMA DESIGNS	ST

STORCASE	MACROMEDIA (ACADEMIC)
STORCASE (KINGSTON)	MATHSOFT (ACADEMIC)
ZOOM TELEPHONICS	MICROSOFT (ACADEMIC)
GOVERNMENT ONLY	MIRAMAR (ACADEMIC)
ALADDIN SYSTEMS	MKS (ACADEMIC)
CENTURY SOFTWARE	MULTIACTIVE SOFTWARE (ACADEMIC
EQUILIBRIUM	NEWTEK [ACADEMIC]
FARGO ELECTRONICS INC	NOVELL (ACADEMIC)
FRONTRANGE	POWERQUEST (ACADEMIC)
MERANTSERENA	PROCREATE (ACADEMIC)
PANASONIC SCANNERS	QUALCOMM [ACADEMIC]
VERITAS	REDHAT (ACADEMIC)
FEDERAL ONLY	SCANSOFT (ACADEMIC)
ATTACHMATE	STRATA (ACADEMIC)
IPSWITCH	SYMANTEC (ACADEMIC) (GOVT)
RSA SECURITY	WACOM [ACADEMIC]
EDUCATION ONLY	
ATI TECHNOLOGIES	
CREATIVE LABS	
JUNIPER NETWORKS	
LEXMARK INTERNATIONAL	
NOKIA	
MCTURETEL	
PROXIM, INC.	
REDHAT (Higher Ed Only)	
XEROX	
STATE/LOCAL & ED. NO FED	
NETIQ / WEBTRENDS	
FED & ED NO S/L	
NETSCREEN TECHNOLOGIES	

ALIECT LANSING
ALTE LANSING
BATTERY TECHNOLOGY (BTI)
BENQ
BALLE COAT SYSTEMS (Formerly Ositis)
CISCO SYSTEMS
CISCO SYSTEMS
COMES COMPERALS
COMPEX
COM

CYBER ACOUSTICS DATASTOR ELECTROVAYA

ISI RESEARCISOFT/MILES (ACADEMIC) LARIAN (ACADEMIC) LARIAN (ACADEMIC) LARIAN (ACADEMIC) MACROMEDIA (ACADEMIC) MACROMEDIA (ACADEMIC) MACROMEDIA (ACADEMIC) MACROMEDIA (ACADEMIC) MIRAMAR (ACADEMIC)	
ISI RESEARCISOFT NILES (ACADEMIC) LASC (ACADEMIC) LAPLIKK (ACADEMIC) LOTUS (ACADEMIC) MACROMEDIA (ACADEMIC) MATRISOFT (ACADEMIC) MICROSOFT (ACADEMIC)	Ş
ISI RESEARCISOFT/NILES (ACADEMIC) LASC (ACADEMIC) LAPLINK (ACADEMIC) LAPLINK (ACADEMIC) MACROMEDIA (ACADEMIC) MATISOFT (ACADEMIC)	
ISI RESEARCHSOFT/MILES (ACADEMIC) LAPE INC. (ACADEMIC) LAPEINK (ACADEMIC) LAPEINK (ACADEMIC) MACROMETEA (ACADEMIC) MACROMETEA (ACADEMIC)	
ISI RESEARCISOFI/ NILES (ACADEMIC) LAPLINK (ACADEMIC) LAPLINK (ACADEMIC) LOTUS (ACADEMIC)	
ISI RESEARCHSOFT/ NILES (ACADEMIC) JASC (ACADEMIC) LAPLINK (ACADEMIC)	
ISI RESEARCHSOFT/ NILES (ACADEMIC) JASC (ACADEMIC)	
ISI RESEARCHSOFT/ NILES (ACADEMIC)	
INTUIT (ACADEMIC)	
IBM (ACADEMIC)	
HAVAS SCHOOL {ACADEMIC}	
FILEMAKER (ACADEMIC)	
FARALLON (ACADEMIC)	
EXTENSIS (ACADEMIC)	
EXECUTIVE SOFTWARE (ACADEMIC) (GOVT)	
EQUILIBRIUM (ACADEMIC)	
DK MULTIMEDIA (ACADEMIC)	
DISCREET (ACADEMIC)	(gn
DENEBA (ACADEMIC)	
DATAVIZ (ACADEMIC)	
COREL (ACADEMIC)	
CE SOFTWARE [ACADEMIC]	
BORLAND (ACADEMIC)	
AUTODESK (ACADEMIC)	
ALTIRIS (ACADEMIC)	
ALADDIN SYSTEMS (ACADEMIC)	
AEC SOFTWARE (ACADEMIC)	
ADOBE (ACADEMIC)	
(ACADEMIC) SKUS; (GOVT) SKUS	

Total Suppliers 299
Total Education 289
Total ACOP Suppliers 258

Authorizations



Needthese

has attained Gold Member status in the Intel® Technology Provider Program. Intel is honored to recognize the achievement with this certificate.

Store of Daleman

Steve Dallman, Vice President Sales and Marketing Group General Manager Reseller Channel Organization



No agency, partnership, joint venture, franchise, or employment relationship is created between Intel and company, and Intel makes no claims or representations on behalf of company as to the quality of products or services company offers.

© 2012, Intel Corporation. All rights reserved. Intel and the Intel logo are trademarks of Intel Corporation in the U.S. and other countries "Other names and trands may be claimed as the property of others.

THIS CERTIFIES THAT

Needthese.com

SA

Microsoft® Authorized Education Reseller



Allison L. Watson
Corporate Vice President, Worldwide Partner Group
Microsoft Corporation



SAMSUNG

DIGITAL INFORMATION TECHNOLOGY DIVISION

recognizes

Needthese, Inc.

as an Authorized Reseller and valued Power Partner

Vice President, Commercial Sales Kirk R. Maier



Appendix C ADDITIONAL REQUIRED DOCUMENTS

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

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.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

September 21, 2021	CFO / Partner
Date	Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005) Attorney General Form

l 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;
- 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	NeedThese	Contact	CLUR.
			Signature Justin Woitas
			Printed Name
	4235 East Wood Street		CFO / Partner
Address	,	- 3	Position with Company
	Phoenix, AZ 85040		
		Official Authorizing Proposal	Jaka
	6		Signature
			Tony Riggs
			Printed Name
Phone	(480) 460-5199		CEO / Partner
Fax	(480) 460-5099		Position with Company

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 made 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. 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. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

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 Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

Justin Woitas		,	as	an	authorized
representative of					
NeedThese				а	contractor
engaged by	Vision No.				
Insert	Name of Company				

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

September 21, 2021

Date

Exhibit H Advertising Compliance Requirement

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

Nationwide:

Version July 27, 2021

State of Alabama	State of Hawaii	Commonwealth 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	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth 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				392

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

Certain Public Agencies and Political Subdivisions:

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

CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT

BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT CITY OF BOUNTIFUL, UT

BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT

BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT

CITY OF CEDAR HILLS, UT

CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT

CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT

CLINTON CITY CORPORATION, UT

COALVILLE, UT CORINNE, UT CORNISH, UT

COTTONWOOD HEIGHTS, UT

DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT

Version July 27, 2021

ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT FOUNTAIN GREEN, UT

FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT

HEBER CITY CORPORATION, UT

HELPER, UT HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT HIDEOUT, UT HIGHLAND, UT HILDALE, UT HINCKLEY, UT HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT

HATCH, UT

CITY OF HURRICANE, UT HYDE PARK, UT

HYRUM, UT INDEPENDENCE, UT IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT

KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT LEEDS, UT

LEHI CITY CORPORATION, UT

LEVAN, UT LEWISTON, UT LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT

MARRIOTT-SLATERVILLE, UT

MARYSVALE, UT MAYFIELD, UT MEADOW, UT MENDON, UT

MIDVALE CITY INC., UT

MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT

MORGAN, UT MORONI, UT

MOUNT PLEASANT, UT

MURRAY CITY CORPORATION, UT

MYTON, UT NAPLES, UT NEPHI, UT NEW HARMONY, UT

NEW HARMON I, O'I NEWTON, UT NIBLEY, UT NORTH LOGAN, UT NORTH OGDEN, UT

NORTH SALT LAKE CITY, UT

OAK CITY, UT OAKLEY, UT

OGDEN CITY CORPORATION, UT

OODEN CITTEON OPHIR, UT ORANGEVILLE, UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PAYSON, UT PERRY, UT

PLEASANT GROVE CITY, UT PLEASANT VIEW, UT

PLEASANT VIEW, UPLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT

PLAIN CITY, UT

RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT

Version July 27, 2021

ROY, UT

RUSH VALLEY, UT CITY OF ST. GEORGE, UT

SALEM, UT SALINA, UT

SALT LAKE CITY CORPORATION, UT

SANDY, UT SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT

SCIPIO, UT SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT

CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT

SYRACUSE, UT TABIONA, UT

CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT

TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT

TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT

WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT

WILLARD, UT

WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION, 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

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

AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

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

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR

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

Version July 27, 2021

WASCO COUNTY, OR

WHEELER COUNTY, OR

YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT

COUNTY OF CACHE, UT

WASHINGTON COUNTY, OR

WEST BATON ROUGE PARISH, LA

BAKER VALLEY VECTOR CONTROL DISTRICT, OR CALAPOOIA R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR BANDON CRANBERRY WATER CONTROL DISTRICT, CAMELLIA PARK SANITARY DISTRICT, OR BANDON R.F.P.D., OR CAMMANN ROAD DISTRICT, OR BANKS FIRE DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR BANKS FIRE DISTRICT #13, OR CANBY AREA TRANSIT, OR BAR L RANCH ROAD DISTRICT, OR CANBY R.F.P.D. #62, OR BARLOW WATER IMPROVEMENT DISTRICT, OR CANBY UTILITY BOARD, OR BASIN AMBULANCE SERVICE DISTRICT, OR CANNON BEACH R.F.P.D., OR BASIN TRANSIT SERVICE TRANSPORTATION CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR DISTRICT, OR CAPE FERRELO R.F.P.D., OR BATON ROUGE WATER COMPANY CAPE FOULWEATHER SANITARY DISTRICT, OR BAY AREA HEALTH DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR BEAVER CREEK WATER CONTROL DISTRICT, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, CEDAR TRAILS SPECIAL ROAD DISTRICT, OR INC., OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR CENTRAL CASCADES FIRE AND EMS, OR BEAVER SPECIAL ROAD DISTRICT, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA BEAVER WATER DISTRICT, OR CENTRAL LINCOLN P.U.D., OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT CENTRAL OREGON INTERGOVERNMENTAL BENTON S.W.C.D., OR COUNCIL BERNDT SUBDIVISION WATER IMPROVEMENT CENTRAL OREGON IRRIGATION DISTRICT, OR DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR CHARLESTON FIRE DISTRICT, OR BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR BIG BEND IRRIGATION DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR BIGGS SERVICE DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT BLACK BUTTE RANCH DEPARTMENT OF POLICE CHEMULT R.F.P.D., OR SERVICES, OR CHENOWITH WATER P.U.D., OR BLACK BUTTE RANCH R.F.P.D., OR CHERRIOTS, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR CHILOQUIN VECTOR CONTROL DISTRICT, OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR BLY R.F.P.D., OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, BLY VECTOR CONTROL DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION BLY WATER AND SANITARY DISTRICT, OR DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, CHRISTMAS VALLEY R.F.P.D., OR BOARDMAN PARK AND RECREATION DISTRICT CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS COUNTY FIRE DISTRICT #1, OR BOARDMAN R.F.P.D., OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR BONANZA BIG SPRINGS PARK & RECREATION CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, DISTRICT, OR CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER, OR BONANZA R.F.P.D., OR BONANZA-LANGELL VALLEY VECTOR CONTROL CLACKAMAS S.W.C.D., OR DISTRICT, OR CLATSKANIE DRAINAGE IMPROVEMENT BORING WATER DISTRICT #24, OR COMPANY, OR CLATSKANIE LIBRARY DISTRICT, OR BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR CLATSKANIE P.U.D., OR BRIDGE R.F.P.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR BROOKS COMMUNITY SERVICE DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT BROWNSVILLE R.F.P.D., OR CLATSKANIE R.F.P.D., OR CLATSOP CARE CENTER HEALTH DISTRICT, OR BUELL-RED PRAIRIE WATER DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR CLATSOP COUNTY S.W.C.D., OR BUNKER HILL SANITARY DISTRICT, OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR BURLINGTON WATER DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR CLEAN WATER SERVICES BURNT RIVER S.W.C.D., OR CLEAN WATER SERVICES, OR

Version July 27, 2021

CLOVERDALE R.F.P.D., OR DAYS CREEK R.F.P.D., OR CLOVERDALE SANITARY DISTRICT, OR DAYTON FIRE DISTRICT, OR CLOVERDALE WATER DISTRICT, OR DEAN MINARD WATER DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR DEE IRRIGATION DISTRICT, OR COBURG FIRE DISTRICT, OR DEER ISLAND DRAINAGE IMPROVEMENT COLESTIN RURAL FIRE DISTRICT, OR COMPANY, OR DELL BROGAN CEMETERY MAINTENANCE COLTON R.F.P.D., OR COLTON WATER DISTRICT #11, OR DISTRICT, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR DEPOE BAY R.F.P.D., OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DISTRICT, OR COLUMBIA DRAINAGE VECTOR CONTROL, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR COLUMBIA IMPROVEMENT DISTRICT, OR DESCHUTES S.W.C.D., OR COLUMBIA R.F.P.D., OR DESCHUTES VALLEY WATER DISTRICT, OR COLUMBIA RIVER FIRE & RESCUE, OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR COLUMBIA RIVER PUD, OR DEXTER R.F.P.D., OR COLUMBIA S.W.C.D., OR DEXTER SANITARY DISTRICT, OR COLUMBIA S.W.C.D., OR DORA-SITKUM R.F.P.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN DOUGLAS COUNTY FIRE DISTRICT #2, OR RESERVATION DOUGLAS S.W.C.D., OR COOS COUNTY AIRPORT DISTRICT, OR DRAKES CROSSING R.F.P.D., OR COOS COUNTY AIRPORT DISTRICT, OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COOS COUNTY AREA TRANSIT SERVICE DISTRICT, COMPANY, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DUFUR RECREATION DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR COOS FOREST PROTECTIVE ASSOCIATION DUNDEE R.F.P.D., OR COOS S.W.C.D., OR DURKEE COMMUNITY BUILDING PRESERVATION COQUILLE R.F.P.D., OR DISTRICT, OR COQUILLE VALLEY HOSPITAL DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE CORBETT WATER DISTRICT, OR CORNELIUS R.F.P.D., OR DISTRICT, OR CORP RANCH ROAD WATER IMPROVEMENT, OR EAGLE VALLEY R.F.P.D., OR CORVALLIS R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR COUNTRY CLUB ESTATES SPECIAL WATER EAST FORK IRRIGATION DISTRICT, OR DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR COUNTRY CLUB WATER DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, COVE CEMETERY MAINTENANCE DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR HEALTH DISTRICT, OR CRESCENT R.F.P.D., OR EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR CRESCENT SANITARY DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION ELGIN HEALTH DISTRICT, OR SERVICE DISTRICT, OR ELGIN R.F.P.D., OR CROOK COUNTY CEMETERY DISTRICT, OR ELKTON ESTATES PHASE II SPECIAL ROAD CROOK COUNTY FIRE AND RESCUE, OR DISTRICT, OR ELKTON R.F.P.D., OR CROOK COUNTY PARKS & RECREATION DISTRICT, EMERALD P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR CROOK COUNTY S.W.C.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, CROOKED RIVER RANCH R.F.P.D., OR OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, ESTACADA R.F.P.D. #69, OR EUGENE R.F.P.D. #1, OR CRYSTAL SPRINGS WATER DISTRICT, OR EUGENE WATER AND ELECTRIC BOARD CURRY COUNTY 4-H & EXTENSION SERVICE EVANS VALLEY FIRE DISTRICT #6, OR DISTRICT, OR FAIR OAKS R.F.P.D., OR CURRY COUNTY PUBLIC TRANSIT SERVICE FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR DISTRICT, OR CURRY COUNTY S.W.C.D., OR FALCON HEIGHTS WATER AND SEWER, OR CURRY HEALTH DISTRICT, OR FALCON-COVE BEACH WATER DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA FAT ELK DRAINAGE DISTRICT, OR

Version July 27, 2021

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION FERN VALLEY ESTATES IMPROVEMENT DISTRICT, DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR FOR FAR ROAD DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR FOREST GROVE R.F.P.D., OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT FOREST VIEW SPECIAL ROAD DISTRICT, OR DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT GARDINER R.F.P.D., OR HOOD RIVER COUNTY LIBRARY DISTRICT, OR GARDINER SANITARY 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 HOOD RIVER VALLEY PARKS & RECREATION GATES R.F.P.D., OR GEARHART R.F.P.D., OR DISTRICT, OR HOODLAND FIRE DISTRICT #74 GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR HOODLAND FIRE DISTRICT #74, OR GLENDALE R.F.P.D., OR HORSEFLY IRRIGATION DISTRICT, OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENEDEN SANITARY DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLENWOOD WATER DISTRICT, OR HUBBARD R.F.P.D., OR GLIDE - IDLEYLD SANITARY DISTRICT, OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GOLD HILL IRRIGATION DISTRICT, OR COMPANY, OR GOLDFINCH ROAD DISTRICT, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GOVERNMENT CAMP SANITARY DISTRICT, OR DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GRAND RONDE SANITARY DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR GRANT COUNTY TRANSPORTATION DISTRICT, OR ILLINOIS VALLEY S.W.C.D., OR GRANT S.W.C.D., OR IMBLER R.F.P.D., OR GRANTS PASS IRRIGATION DISTRICT, OR INTERLACHEN WATER P.U.D., OR GREATER BOWEN VALLEY R.F.P.D., OR IONE LIBRARY DISTRICT, OR GREATER ST. HELENS PARK & RECREATION IONE R.F.P.D. #6-604, OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR DISTRICT, OR GREATER TOLEDO POOL RECREATION DISTRICT, IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT, OR IRRIGON R.F.P.D., OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR ISLAND CITY AREA SANITATION DISTRICT, OR GREEN SANITARY DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, GREENACRES R.F.P.D., OR GREENBERRY IRRIGATION DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #5, OR JACKSON COUNTY LIBRARY DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR HARBOR R.F.P.D., OR JACKSON S.W.C.D., OR HARBOR SANITARY DISTRICT, OR JASPER KNOLLS WATER DISTRICT, OR JEFFERSON COUNTY EMERGENCY MEDICAL HARBOR WATER P.U.D., OR HARNEY COUNTY HEALTH DISTRICT, OR SERVICE DISTRICT, OR HARNEY S.W.C.D., OR JEFFERSON COUNTY FIRE DISTRICT #1, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR HARRISBURG FIRE AND RESCUE, OR JEFFERSON PARK & RECREATION DISTRICT, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR JEFFERSON R.F.P.D., OR HEBO JOINT WATER-SANITARY AUTHORITY, OR JOB'S DRAINAGE DISTRICT, OR HECETA WATER P.U.D., OR JOHN DAY WATER DISTRICT, OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR JOHN DAY-CANYON CITY PARKS & RECREATION HELIX PARK & RECREATION DISTRICT, OR DISTRICT, OR HELIX R.F.P.D. #7-411, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR HEPPNER R.F.P.D., OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR

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

MALIN R.F.P.D., OR

Version July 27, 2021

LAKE GROVE WATER DISTRICT, OR

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

OCHOCO IRRIGATION DISTRICT, OR

DISTRICT, OR Version July 27, 2021

MORROW COUNTY UNIFIED RECREATION

OCHOCO WEST WATER AND SANITARY PORT OF BANDON, OR AUTHORITY, OR PORT OF BRANDON, OR ODELL SANITARY DISTRICT, OR PORT OF BROOKINGS HARBOR, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR PORT OF CASCADE LOCKS, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR PORT OF GOLD BEACH, OR OPHIR R.F.P.D., OR PORT OF HOOD RIVER, OR OREGON COAST COMMUNITY ACTION PORT OF MORGAN CITY, LA OREGON HOUSING AND COMMUNITY SERVICES PORT OF MORROW, OR OREGON INTERNATIONAL PORT OF COOS BAY, OR PORT OF NEHALEM, OR OREGON LEGISLATIVE ADMINISTRATION PORT OF NEWPORT, OR OREGON OUTBACK R.F.P.D., OR PORT OF PORT ORFORD, OR OREGON POINT, OR PORT OF PORTLAND, OR OREGON TRAIL LIBRARY DISTRICT, OR PORT OF SIUSLAW, OR OTTER ROCK WATER DISTRICT, OR PORT OF ST. HELENS, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF THE DALLES, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR PORT OF TILLAMOOK BAY, OR OWYHEE IRRIGATION DISTRICT, OR PORT OF TOLEDO, OR PACIFIC CITY JOINT WATER-SANITARY PORT OF UMATILLA, OR PORT OF UMPQUA, OR AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT ORFORD CEMETERY MAINTENANCE PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR DISTRICT, OR PALATINE HILL WATER DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT PORT ORFORD R.F.P.D., OR COMPANY, OR PORTLAND DEVELOPMENT COMMISSION, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PORTLAND FIRE AND RESCUE PANTHER CREEK ROAD DISTRICT, OR PORTLAND HOUSING CENTER, OR PANTHER CREEK WATER DISTRICT, OR POWDER R.F.P.D., OR PARKDALE R.F.P.D., OR POWDER RIVER R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR POWDER VALLEY WATER CONTROL DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT PILOT ROCK CEMETERY MAINTENANCE DISTRICT PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, PINE EAGLE HEALTH DISTRICT, OR RAINBOW WATER DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR RAINIER CEMETERY DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR REDMOND FIRE AND RESCUE, OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD RIDDLE FIRE PROTECTION DISTRICT, OR DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR RINK CREEK WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, RIVERGROVE WATER DISTRICT, OR PORT OF ALSEA, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, PORT OF ARLINGTON, OR PORT OF ASTORIA, OR RIVERSIDE R.F.P.D. #7-406, OR

Version July 27, 2021

RIVERSIDE WATER DISTRICT, OR SIUSLAW S.W.C.D., OR ROBERTS CREEK WATER DISTRICT, OR SIUSLAW VALLEY FIRE AND RESCUE, OR ROCK CREEK DISTRICT IMPROVEMENT, OR SIXES R.F.P.D., OR ROCK CREEK WATER DISTRICT, OR SKIPANON WATER CONTROL DISTRICT, OR ROCKWOOD WATER P.U.D., OR SKYLINE VIEW DISTRICT IMPROVEMENT ROCKY POINT FIRE & EMS, OR COMPANY, OR ROGUE RIVER R.F.P.D., OR SLEEPY HOLLOW WATER DISTRICT, OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, ROGUE VALLEY TRANSPORTATION DISTRICT, OR OR SOUTH COUNTY HEALTH DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT, OR SOUTH FORK WATER BOARD, OR ROW RIVER VALLEY WATER DISTRICT, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SAINT LANDRY PARISH TOURIST COMMISSION SOUTH LAFOURCHE LEVEE DISTRICT, LA SAINT MARY PARISH REC DISTRICT 2 SOUTH LANE COUNTY FIRE & RESCUE, OR SAINT MARY PARISH REC DISTRICT 3 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SALEM MASS TRANSIT DISTRICT SOUTH SUBURBAN SANITARY DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTHWOOD PARK WATER DISTRICT, OR SANDY R.F.P.D. #72, OR SPECIAL ROAD DISTRICT #1, OR SANTA CLARA R.F.P.D., OR SPECIAL ROAD DISTRICT #8, OR SANTA CLARA WATER DISTRICT, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, STAYTON FIRE DISTRICT, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SCAPPOOSE R.F.P.D., OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SCIO R.F.P.D., OR SUCCOR CREEK DISTRICT IMPROVEMENT SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR COMPANY, OR SEAL ROCK WATER DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE SEWERAGE AND WATER BOARD OF NEW ORLEANS, DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SUNSET EMPIRE PARK & RECREATION DISTRICT, SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR SURFLAND ROAD DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR SILVER LAKE R.F.P.D., OR SUTHERLIN WATER CONTROL DISTRICT, OR SILVER SANDS SPECIAL ROAD DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR Version July 27, 2021

TABLE ROCK DISTRICT IMPROVEMENT COMPANY, UNION S.W.C.D., OR UNITY COMMUNITY PARK & RECREATION TALENT IRRIGATION DISTRICT, OR DISTRICT, OR TANGENT R.F.P.D., OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR TENMILE R.F.P.D., OR UPPER MCKENZIE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR UPPER WILLAMETTE S.W.C.D., OR THE DALLES IRRIGATION DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR VALE RURAL FIRE PROTECTION DISTRICT, OR THREE RIVERS RANCH ROAD DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE TIGARD TUALATIN AQUATIC DISTRICT, OR DISTRICT, OR TIGARD WATER DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR TILLAMOOK COUNTY EMERGENCY VINEYARD MOUNTAIN PARK & RECREATION COMMUNICATIONS DISTRICT, OR DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, TILLAMOOK COUNTY TRANSPORTATION DISTRICT, WALLA WALLA RIVER IRRIGATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR TILLAMOOK P.U.D., OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR TILLER R.F.P.D., OR WALLOWA LAKE IRRIGATION DISTRICT, OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR TOLEDO R.F.P.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, TONE WATER DISTRICT, OR OR TOOLEY WATER DISTRICT, OR WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR TRASK DRAINAGE DISTRICT, OR WARMSPRINGS IRRIGATION DISTRICT, OR TRI CITY R.F.P.D. #4, OR TRI-CITY WATER & SANITARY AUTHORITY, OR WASCO COUNTY S.W.C.D., OR TRI-COUNTY METROPOLITAN TRANSPORTATION WATER ENVIRONMENT SERVICES, OR DISTRICT OF OREGON WATER WONDERLAND IMPROVEMENT DISTRICT, TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT WATERBURY & ALLEN DITCH IMPROVEMENT TUALATIN HILLS PARK & RECREATION DISTRICT, DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR TUALATIN S.W.C.D., OR WAUNA WATER DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE WEDDERBURN SANITARY DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT WEST EXTENSION IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL TUMALO IRRIGATION DISTRICT, OR IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR WEST SIDE R.F.P.D., OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR WEST SLOPE WATER DISTRICT, OR TWO RIVERS S.W.C.D., OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, TWO RIVERS SPECIAL ROAD DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR TYGH VALLEY R.F.P.D., OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR WESTLAND IRRIGATION DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR WESTON ATHENA MEMORIAL HALL PARK & UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, RECREATION DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR UMATILLA R.F.P.D. #7-405, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, WESTWOOD HILLS ROAD DISTRICT, OR UMPOUA S.W.C.D., OR WESTWOOD VILLAGE ROAD DISTRICT, OR UNION CEMETERY MAINTENANCE DISTRICT, OR WHEELER S.W.C.D., OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR UNION GAP SANITARY DISTRICT, OR WILLAKENZIE R.F.P.D., OR UNION GAP WATER DISTRICT, OR WILLAMALANE PARK & RECREATION DISTRICT, OR UNION HEALTH DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT UNION R.F.P.D., OR WILLAMETTE HUMANE SOCIETY

Version July 27, 2021

WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR

WOODLAND PARK SPECIAL ROAD DISTRICT, OF WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR

WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR

YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR

YAMHILL SWCD, OR

YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR

ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, 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

MORGAN SCHOOL DISTRICT, UT

MOUNTAINVILLE ACADEMY, UT

MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, 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

Version July 27, 2021

STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER

OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY

OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING

OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF

HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION

STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT

ATTORNEY

STATE OF UTAH