RoofConnect Response to **OMNIA Partners** Solicitation No. 23-04 Roofing Products, Services, Job-Order-Contracting June 20, 2023

Tab 1: Appendix A & Appendix B

<u>APPENDIX A</u> DRAFT CONTRACT

This Contract ("Contract") is made as	of , 202X by and between
,	("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of _ products and services").	("the
	RECITALS
WHEREAS, Region 4 ESC issued Rec	· — — · /·
to which Contractor provided a respon	ise ("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.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

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

11) TERMINATION OF CONTRACT

a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having

- the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

- 18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

- material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) <u>Legal Obligations</u> . It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.	

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	RoofConnect Logistics, Inc	
Address	44 Grant 65	
City/State/Zip	Sheridan, AR 72150	
Telephone No.	8779425613	
Email Address	omniapartners@roofconnect.com	
Printed Name	Rachel Mooney	
Title	Procurement Manager	
Authorized signature	Rachel Mooney	
Accepted by Region 4 ESC	:	
Contract No.	<u> </u>	
Initial Contract Term	to	
Region 4 ESC Authorized Bo	ard Member Date	
Print Name		
Print Name		
Region 4 ESC Authorized Board Member Dat		
 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.

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

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP

Check one of the following responses:

and draft Contract must be included:

award. Reg modification	gion 4 ESC shall be the ns and the decision shall is made with modificatio	e sole judge on the acceptance of exception be final. Institute the contract provisions that are not visions contained in the RFP shall prevail.)	expressly
Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Tab 2: Products & Pricing

Tab 3: Performance Capability And OMNIA Documents



Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

D. Annual sales for the three previous years.

i. Submit FEIN and Dun & Bradstreet (D&B) numbers.

FEIN: 27-3073979 D&B: 14-6204982

E. Describe any green or environmental initiatives or policies.

As a leader in the building service industry, RoofConnect is committed not only to compliance with the law relating to the environment, but also to the integration of sound environmental practices in its business decisions.

The following environmental principles provide guidance to RoofConnect personnel and Member Contractors in the conduct of their daily business practices:

1. Comply with government environmental laws and regulations;

RoofConnect recognizes governmental laws and regulations as a first necessary step toward environmental responsibility.

2. Promote environmentally conscious practices;

RoofConnect values leadership by example inside and outside the company, including industry organizations.

3. Provide quality products and services designed for sustainability;

RoofConnect understands that durability, proper maintenance, and product life span are keys to sustainable building practice.

4. Provide a safe and healthy work environment for all of its employees;

RoofConnect is committed to promoting and maintaining safety and training programs for its employees.

5. Promote environmental awareness;

RoofConnect is committed to making its customers fully aware of the environmental benefits of RoofConnect solutions.

6. Continually review environmental practices and policy;

In this age of rapid technological change, RoofConnect understands the need to remain current in environmental issues and in seeking to produce environmentally friendly solutions.

Additional information can be found in our Value-Add section, Tab 5.



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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.

At RoofConnect, we are committed to working with diverse-owned businesses. It is vital to RoofConnect to have partnerships with viable and capable contractors that provide us with a competitive advantage and provide our customers with services and experiences they require. RoofConnect partners with diverse owned contractors throughout the US in order to provide opportunities to the contractors, as well as meet existing clients' diversity programs. RoofConnect continues to explore opportunities for our customers and our diverse Member Contractors to provide the best service to fit their roofing needs.

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise

Yes X No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes X No

If yes, list certifying agency:

c . Historically Underutilized Business (HUB)

Yes X 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 X 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.

This list will be provided upon request.



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I. Describe how supplier differentiates itself from its competitors.

RoofConnect's core competencies are specific to commercial roofing and roofing services and we do not deviate away from the heart of our core business. Our core focus is to provide roofing services that is adaptable and scalable to any agency's needs. RoofConnect has the ability to work with all major manufacturers' systems to accommodate agencies budgets and building types. RoofConnect's goal is to extend the life of an agency's roof, not simply require roof replacements.

RoofConnect also has established contractual relationships with some of the top roofing contractors in the industry. RoofConnect's Members are independently owned and operated and service the local market in which they are located. RoofConnect Members have existing relationships with educational institutions. Our Members also have dedicated sales staff that is used as an extension to our Public Program.

RoofConnect's nationwide coverage is offered by a single call to RoofConnect which allows facility managers the peace of mind both for the reactive emergencies and proactive planning. RoofConnect will dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows RoofConnect the ability to reduce travel cost while utilizing internal systems to provide common and consistent tracking along with Asset Management history for the client. RoofConnect has Registered Roof Observers on staff and the Technical Services Department works with the Account Management Team to assist clients in identifying and prioritizing specific roofing needs. This enables facility managers to manage their roofing budget more effectively. Each year RoofConnect clients can budget for roofing with ease, utilizing the tracking ability. RoofConnect's communication is second to none with a personalized web-based portal to track 100% of the client's roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories.



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

RoofConnect has been involved in few construction related litigation over the last several years. None of the cases naming RoofConnect have resulted in a ruling against RoofConnect.

RoofConnect itself has not been involved with any bankruptcy cases regarding our own financial stability. RoofConnect has worked with entities that have filed bankruptcy which has caused nonpayment of invoices prior to the entity filing bankruptcy. RoofConnect has settled preferential payment cases as a result of those clients filing bankruptcy. RoofConnect chose to settle the claim direct with the bankruptcy Trust instead of pursuing costlier legal options.

- 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 any individual(s) who has been convicted of a felony and provide the names and convictions.
 - RoofConnect is a privately held corporation that is not owned or operated by anyone who has been convicted of a felony.
- L. Describe any debarment or suspension actions taken against supplier.

 None.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their completed 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/services 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/services to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.



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Marketing / 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.



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- 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.
- 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.

The following pages contain our Marketing and Communications Plan which addresses the necessary points listed above. It also includes a complete marketing program for implementing the contract into our sales offering.



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ROOFCONNECT MARKETING and COMMUNICATIONS PLAN

FOR THE COOPERATIVE PURCHASING NETWORK (OMNIA)

How and by whom the marketing function will be carried out:

The marketing functions will be carried out by a team summarized in **Table 1**; working in conjunction with administrative and marketing teams at a local level. This contract will be led overall by the VP of Sales. Management of day to day operations will be performed by the Government Contract / Compliance Manager. <u>Joint Scope Meetings will be attended by the local Project Manager or Technical Representative from the specific office that would be servicing the OMNIA <u>Member.</u> Work Order Proposal Packages will be performed by a team that includes the Project Manager and Technical Representative (RoofConnect standard proposal) and Government Contract / Compliance Manager (preparation of OMNIA Member proposal). Construction is supervised by the <u>Project Manager and Operations Manager</u> of the local office. Administrative tasks will be handled by local Office Managers and coordinated through the RoofConnect Government Contract / Compliance Manager to ensure compliance with OMNIA requirements.</u>

RoofConnect Market Share

RoofConnect has maintained its market share over the last several years with annual revenues of \$47,000,000.

The total RoofConnect Shareholder annual revenue is over \$1,000,000,000. There are many different sources of what the market opportunity actually is and therefore, RoofConnect will allow OMNIA to evaluate our market share based on our revenues. RoofConnect and its Executive Leadership are excited about the opportunity to continue increase its revenues and market share with the award of the OMNIA Contract.

The RoofConnect Team is spread out across the country and will implement this marketing strategy, outlined below, in each of their respective areas. The most-effective marketing that we will perform is presenting this cooperative solution to prospects in local areas by Regional Account Managers and local Member Contractor's sales departments.



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Table 1: Key sales and marketing personnel supporting the OMNIA Contract.

Name	Title	Assignment for RFP	Region
David Workman	President and CEO	Sales/Marketing	RoofConnect HQ
Wade Crosswhite	Vice-President of Sales	Sales/Marketing	RoofConnect HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	RoofConnect HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	RoofConnect HQ
Rachel Mooney	Procurement Manager	Administrative Support/Contract/Compliance	RoofConnect HQ
Ken Beck	Director of Business Development	Sales/Marketing	Houston, TX
Cory Johnson	Regional Account Manager	Sales/Marketing	Central US
Kris Costas	Regional Account Manager	Sales/Marketing	Northeast US
Eric Pickert	Regional Account Manager	Sales/Marketing	Western US
Melanie Leneghan	Regional Account Manager	Sales/Marketing	North Central US
Mark Matoska	Regional Account Manager	Sales/Marketing	Southwest US
Adam Weary	Regional Account Manager	Sales/Marketing	Southeast US
Jesse Downs	Inside Sales	Sales/Marketing	RoofConnect HQ
Mike Bottoms	Solar Sales Manager	Sales/Marketing	RoofConnect HQ
Bailey McIver	Solar Sales Manager	Sales/Marketing	RoofConnect HQ



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EXECUTIVE SUMMARY

RoofConnect will aggressively promote the OMNIA partnership through an integrated marketing communications plan designed to support the entire sales cycle. There will be ongoing marketing activities that will be specifically described in this Marketing Plan. Our program begins building awareness of both OMNIA and RoofConnect's unique benefits to buyers within all applicable agencies and continues through managing customer relationships.

RoofConnect's Integrated Marketing Communications Plan Includes:

- **Awareness** Public Relations, Customers Presentations, Electronic Marketing, Website, Social Media Messages, Advertising, Direct Marketing, Associations and School Boards, Targeted Roll-Outs with Manufacturer Partners, OMNIA Roll-Outs.
- **Consideration** Tradeshows, Direct Marketing/Telemarketing, Manufacturer Partner Opportunities, Sustainable Energy Efficiency Calculations
- **Create Preference** Sales Tools, Custom Literature, Value-adds for OMNIA Members: Customer Support / Customer Service/Training/ Natural Disaster Response / Warranty Maximization Program / Online Portfolio / Roof Asset Management
- Close Sale OMNIA Member Proposal Draft, RoofConnect Proposal, Local Project Manager, Quote / Proposal Process
- Manage Relationship Customer Satisfaction Surveys, Social Media, Referrals



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AWARENESS: INTERNAL AND EXTERNAL COMMUNICATION STRATEGY

Creating awareness begins with the RoofConnect brand campaign, which will be launched after award of contract within 30 days to promote our extensive repairs for roofing and other value-added capabilities. Our focus is to build awareness of RoofConnect and OMNIA, promoted to all audiences across all marketing initiatives including public relations press releases, internal communications / training, electronic marketing, website, social media, targeted advertising, direct marketing, co-branded collateral and numerous communication vehicles.

Awareness: Public Relations

State and local media will be reached with press releases. After the initial contract announcement is made, an on-going campaign will be designed around OMNIA success stories illustrating how customers have benefited from procuring their roofing projects via the OMNIA Contract and RoofConnect.

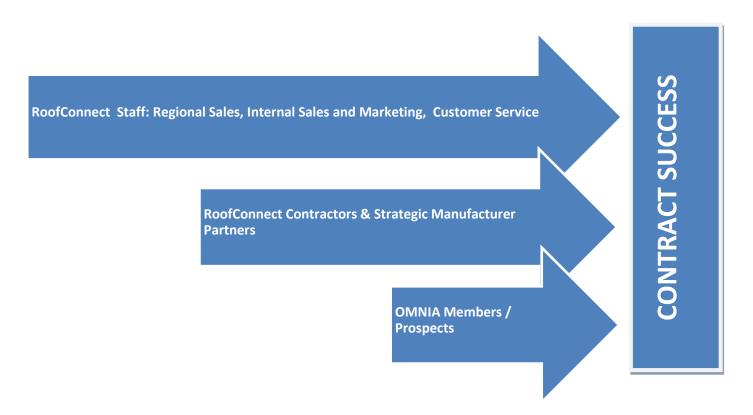
Awareness: Internal Communications / Training

The continued training of the RoofConnect sales and marketing team is critical for the continued growth of this contract. Consequently, successes will come from educating and motivating all sales and marketing personnel to promote the contract. To this end, we plan on the following steps:

- Training seminars and webinars for continuing education
- Creation of PowerPoint presentation for consistent messaging
- Use of RoofConnect's National Customer Database for posting articles, selling tips and success stories internally to all
 of our shareholders across the country
- Annual training at OMNIA Headquarters
- RoofConnect weekly sales meetings to discuss opportunities and strategies
- Two-day quarterly sales meetings
- Currently under contract with Sandler trainer to help grow OMNIA business

Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Awareness: Internal Communications / Training



Flow chart 1

Continued training of RoofConnect staff. The next phase of training will include RoofConnect Contractors and Strategic Manufacturer Partners. This training will be accomplished by efforts of the PGM, the OMNIA Representative and the RoofConnect personnel. Lastly, introduction of the OMNIA contract will be executed by all members of the team to the OMNIA members and prospects so that contract success is achieved.



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Awareness: Current Customers Presentations

With over 100 areas of the country covered by RoofConnect Shareholders, many of our Member Owners already have relationships with Public Agencies that desire to do business with them. Continued introduction of this contract to these customers will be paramount to a continued growth of this contract.

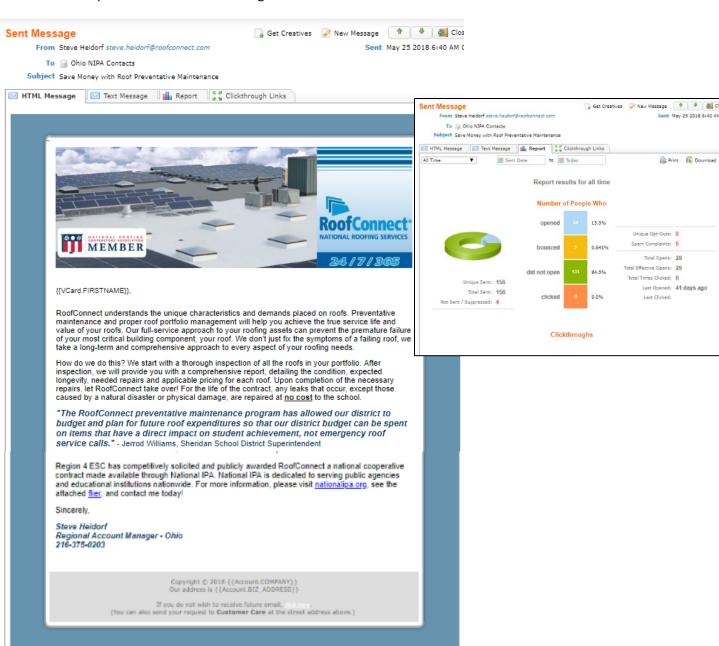
Awareness: Electronic Marketing

This would include targeted messages to OMNIA Members and potential Members (obtain lists from online resources). Personalized mass email messages will be sent out commemorating the commencement of the contract and relationship. This can also be done for important or general information on an ongoing basis.



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Below is an example of mass email marketing that RoofConnect has sent:





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Awareness: Website

RoofConnect has developed a dedicated Public-Sector Page within the RoofConnect Website. The page provides information on what entities can utilize cooperative contracts, as well as a link to the OMNIA Website and contract documents.

Screen Shot of

RoofConnect.com/omniapartners-contract/

RoofConnect Services Purchasing Contracts Media Cornect PawConnect

RoofConnect Services Available
Through OMNIA Partners, Public
Sector Purchasing Network
Region 4 Education Service Centre, Houston, Tx has awarded footConnect,
National Roofing Services, a competitively solicited Roofing Products and
Services contract, made available through OMNIA Partners, Public Sector.
Through contract #18900x, RoofConnect, task to deflive the most representation of reduce your roofing life-cycle costs.

ABOUT OMNIA
PARTNERS

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing operations decided to public sector procurement. Our immense purchasing operations decided to public sector procurement. Our immense purchasing operations decided to public sector procurement. Our immense purchasing operations decided to public sector procurement. Our immense purchasing omnia.

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ABOUT OMNIA partners, Public Sector is the nation's largest and most experienced cooperative purchasing operation decided to public sector procurement. Our immense purchasing omnia.

Contact Us

BENEFITS

WHO CAN USE

VALUE ADD -MATERIALS

VALUE ADD -SERVICE

Leave us a note!

Available 24/7, 365 Days A Year! Phone: 866.248.5164 Email: information@roofconnect.com 44 Grant 65, Sheridan, AR 72150



Contact Us Today!

Partners the most valued and trusted resource for organizations nationwide. Utilizing this cooperative contrough GMNIA Partners, you can rely on an expedited contract procurement process and our streamlined

roofing project management capabilities - allowing you to concentrate on your daily responsibilities of



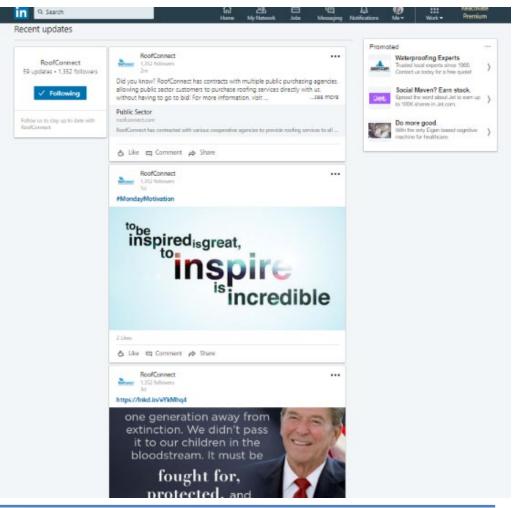


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Awareness: Social Media Messages, LinkedIn

Partnership / Contract Announcement and others will be made on LinkedIn, Twitter and Facebook.

Screen Shot of
RoofConnect LinkedIn
Profile Page
www.linkedin.com/com
pany/roofconnect

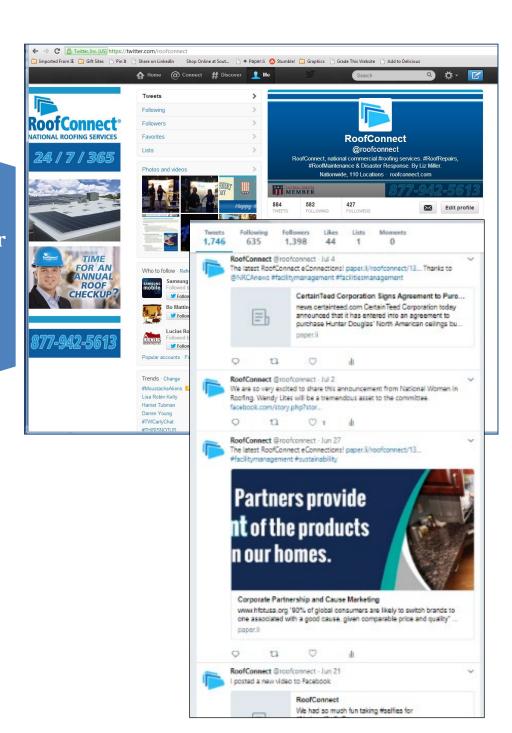




Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Awareness: Social Media Messages, Twitter

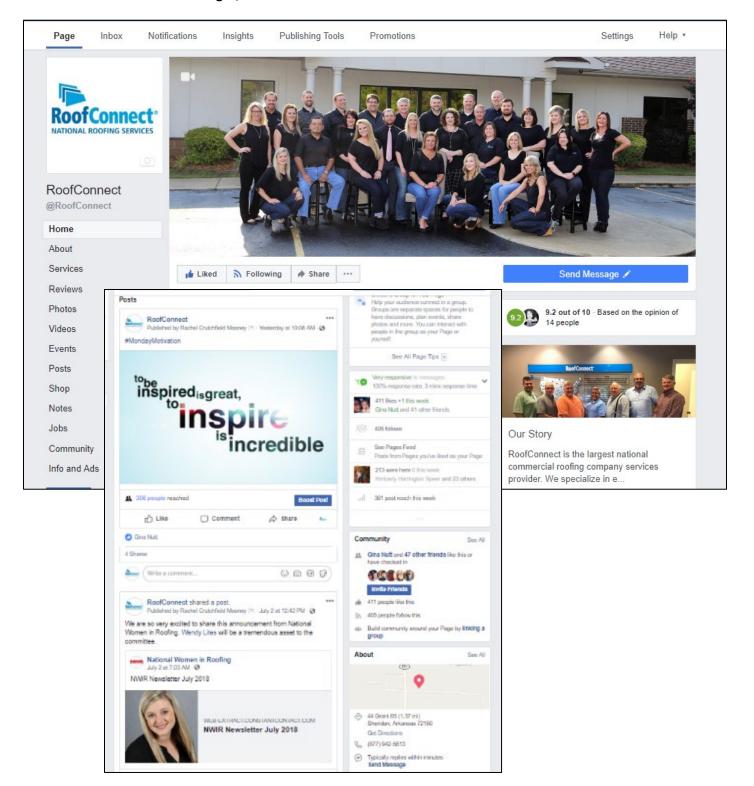
Screen Shot of
RoofConnect Twitter
Profile Page
www.twitter.com/
roofconnect





Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Awareness: Social Media Messages, Facebook





Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Awareness: Advertising

State, Local and Association Advertising

The OMNIA Contract(s) will be promoted within targeted states through advertisements in state, local and association publications, as well as the individual OMNIA members and their related activities. Below is a list of Associations with publications we may utilize as advertising vehicles.

Advertising vehicles:

State	Publications
State Level	Association of School Business Officials (ASBO)
	Municipal League
(will vary by state)	Association of Public Purchasing Agencies
	School Plant Managers Association
	School Board Administrators
	School Facility Administrators
	Governmental Procurement Association
	Maintenance & Operations Associations



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Awareness: Advertising

Examples of Spring/Summer/Winter Advertisements in Facility Maintenance Magazines:









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Awareness: Direct Marketing

Educating current OMNIA members on RoofConnect benefits will be a priority executed through a direct marketing blast to the membership list with the assistance of OMNIA. We will also submit general information articles regarding roofing, sustainability, energy efficiency, preventative maintenance, etc. for every monthly or quarterly publication that OMNIA sends out to its members as allowed. These types of promotions will introduce our combined capabilities and invite OMNIA members to learn more about contract benefits. A further promotion to all relevant entities within awarded states will also be executed to increase general market awareness.



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Awareness: Associations and School Boards

Participation in local associations and school-board events have been a priority as we continue our focus upon building relationships and establishing a reputation within awarded states. Relationships with the following associations will be developed. Additional associations can be added based on experience derived from field experiences. A list of examples can be found below.

Current Associations RoofConnect belongs to:

- Center for Environmental Innovation in Roofing
- International Council of Shopping Centers (ICSC)
- National Roofing Contractors Association (NRCA)
- Professional Retail Store Maintenance (PRSM)
- The Roofing Alliance for Progress (The Alliance)
- Building Owners and Managers Association International (BOMA)
- Restaurant Facility Management Association (RFMA)

National Associations that RoofConnect belongs to:

- ASBO
- NSPMA
- American Association of School Administrators (AASA)
- National Institute of Governmental Purchasing (NIGP)
- National Association of Educational Procurement (NAEP)
- APPA
- National Association of Counties (NACO)

Local Associations (can vary state to state) RoofConnect belongs to:

- Municipal League Chapters
- Association of Counties Chapters
- AASA's State and Chapters
- ASBO Chapters
- Association of School Maintenance Officials, Local Chapters
- NIGP State Chapters
- NAEP Chapters
- Regional or State Facility Masters Conferences



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Awareness: Targeted Roll-Outs with Manufacturer Partners

RoofConnect has many Manufacturer Partners and will continue to make contact with targeted manufacturers to announce the new contract opportunity. Rollouts with their respective sales forces will be initiated to promote the contract. These Manufacturers have knowledge of upcoming opportunities across the country and leveraging our OMNIA Contract will continue to provide many OMNIA opportunities.



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CONSIDERATION – LEAD GENERATION AND DEVELOPMENT

Generating qualified leads to open new accounts is a program priority within awarded states. A calendar of trade shows/conferences and direct marketing promotions has been created to meet this objective.

Consideration: Tradeshows

With numerous shows to consider, a trade-show strategy has been developed to maximize return on investment. An exhibit booth featuring the OMNIA logo will be deployed, and we will attempt, wherever possible, to participate in tradeshow workshops and breakout sessions. Trade shows attended by OMNIA will take the highest priority.



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Consideration: Tradeshows

RoofConnect's participation in these and other national trade shows will also benefit OMNIA. Once awarded, we will proudly display the OMNIA logo as an approved vendor at all appropriate trade shows and industry functions.

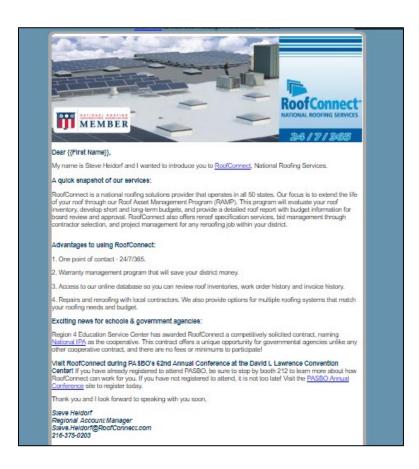
RoofConnect is fully equipped to attend both large and small trade shows and with numerous booths available, coverage can be optimal. RoofConnect Booth is seen below:





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Pre-Show mailer sent to attendees raising awareness of RoofConnect's attendance and encouraging attendees to visit the booth is seen below:





Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Consideration: Direct Mail Marketing/Telemarketing

Campaigns offering roofing solutions will be part of the marketing mix. RoofConnect will have personnel that will actively and strategically pursue all of the markets where entities can use the contract. In some cases, the telemarketing will be performed in conjunction with a direct mail campaign that will be described below under Literature. This campaign may be an extension of an advertising campaign so that we can achieve more success. Our goal will be to generate sales appointments for our sales team.

Consideration: Manufacturer Partner Opportunities

RoofConnect will follow-up with Manufacturers on opportunities that they provide to RoofConnect to achieve the end result of driving increased education and government sector sales. RoofConnect is currently setting meetings with strategic partners to start introduction of this potential contract, so as to maximize sales and marketing resources and opportunities.

In addition, joint sales calls and scope meetings with sales executives from partner Manufacturers will be pursued.

Consideration: Energy Efficiency Calculations using Sustainable / Green Products

RoofConnect's sustainable products include day-lighting, photovoltaic as well as reduced energy consumption due to the installation of white membranes. From running ROI studies to energy calculations, RoofConnect can work with the governmental agency or non-profit to help them reduce their overall cost of ownership and determine a payback period.

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CREATE PREFERENCE

Once awareness is created within a target account, a combination of programs will be executed to move the prospect to a first purchase. Our objective is to reach prospects as many times as possible with a consistent message.

Create Preference: Sales Tools

Consistent branding and messaging will be reinforced through a combination of literature, presentation materials and case studies.

Create Preference: Custom Literature

Custom literature has been created with the OMNIA logo. See examples below:

ROOFING SERVICES & TURN-KEY SOLUTIONS WITH COOPERATIVE PURCHASING

Region 4 Education Service Center, Houston, TX has awarded RoofConnect, National Roofing Services, a competitively solicited Roofing Products and Services contract, made available through OMNIA Partners, Public Sector. Through contract # R180902, RoofConnect, along with their local partners, is able to deliver the most comprehensive roofing and roof asset management solutions designed to reduce your roofing life-cycle costs.

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide. Utilizing this cooperative contract through OMNIA Partners, you can rely on an expedited contract procurement process and our streamlined roofing project management capabilities - allowing you to concentrate on your daily responsibilities of ensuring a safe, Comfordable environment for your students, staff and visitors. To learn more about OMNIA Partners and other money saving opportunities through

THE BENEFITS TO COOPERATIVE BUYERS ARE NUMEROUS, INCLUDING:

- Increased value and control in procurement process
- · Single-source solutions of a national contract through local contractors
- · Solutions available from all major roofing manufacturers
- Shorter project execution with fewer hassles, change orders & lower costs
- · Use of "best contractors in class" providers

Entities that can access the contract:

- K-12 Schools
- Higher Education / Universities / Charter Schools
- Municipalities: Cities / Counties / Villages / Townships / Water Districts
- Native American Tribes
- Non-profit: Nursing Homes / Housing Authorities





Contact us today: (877) 942-5613 or OMNIAPartners@RoofConnect.com





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Create Preference: Value-add Marketing for OMNIA Members

Value-add Marketing: Customer Support

RoofConnect Customer Service

RoofConnect Customer Service (open 24/7/365) brings accuracy and accountability to roof repairs and is a service available to all OMNIA Members at no charge.

Advantages include:

- A secure log-in to RoofConnect Service.
- Before and after pictures of the completed repair work.
- Views via aerial images.
- Ability to review the work authorization form signed at the site by the customer representative.
- Review of recommendations for preventative maintenance or additional services suggested.

There will be pre-set pricing from the contract and members will receive priority servicing and tracking abilities with RoofConnect's online customer portal. This allows for more informed decision making when determining what roofs to replace in a budget year.



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Value-add Marketing: Training

RoofConnect will offer to any member of the OMNIA access to training webinars and special dedicated sessions for their staff. This can also include seminars performed on location with advanced scheduling.

RoofConnect will provide a variety of training opportunities available to OMNIA and/OMNIA Members.

They include and are not limited to the following:

- Roofing System Options
- Modified Bitumen Roofing
- Built-up Roofing
- Single Ply Roofing
- Metal Roofing
- Roof Asset Management
- Quality Flashings
- Codes and Approvals
- Roof Warranties: Fact vs. Fiction
- Why Roofs Fail
- LEED
- RoofPoint
- Vegetated Garden Roof Systems
- Photovoltaic
- The Importance of Roofing Inspections



Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Value-add Marketing: RoofConnect Customized Online Portfolio Manager

RoofConnect's online portfolio manager provides organizations access to their roofing inventory. Where there are multiple facilities to manage, cataloging the chronological roof repair and maintenance activity is essential. RoofConnect provides an on-line portfolio management application designed for customers with multiple facilities.

This component of RoofConnect serves as an electronic repository that allows clients:

- Access to current roofing projects
- Review of historical information regarding each roof
- Development of future budgeting programs
- Gantt charts showing time progression to project completion
- Portfolio organization based upon roof life expectancy and stores warranty information
- Maintenance of the electronic job file that includes such historical items as progress pictures of roof construction, permits, local codes and other relevant information.

Value-add Marketing: RoofConnect Asset Management Reporting

This fee-based service provides objective analysis to aid in the decision making of maintenance, repair and re-roof expenditures so that roof life can be maximized and overall life cycle costs can be lowered. Please refer to **Tab 5**, **Section Value-Add Products and Services** for complete details and pricing.

Upon enrollment, RoofConnect Asset Management program provides important financial guidance in making difficult repair versus replacement decisions. Our methodology provides customers the ability to compare the annual investment of a repair relative to the annual investment of a new roof, simplifying the decision and providing the information needed to reduce both ownership and operating costs. The end in mind of this program is to maximize the life of a roof by extending its life and therefore lowering its life cycle costs. By implementing a methodology of never replacing a roof prematurely, RoofConnect's Services assure maximizing your roofing investment.

 Each facility roof is evaluated section by section based on the condition of the deck, membrane, flashings and other pertinent criteria

Please refer to **Tab 5**, **Section Value-Add Products and Services** for complete details and pricing.



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CLOSE SALE

Our efforts to build awareness, gain consideration, generate leads and create preference for RoofConnect products and services purchased under the OMNIA Contract(s) continue through the action of closing the sale.

RoofConnect's standard proposal system reinforces the brand, quality, and consistency of our promotional efforts, tying everything together in this final "package." The Local Project Manager and/ or Technical Representative will review the project with the OMNIA Member and will work through the specific details of the scope in alignment with budgets. Once agreed upon, the Local Project Manager will work directly with RoofConnect Government Contract / Compliance Manager (TBD) to develop a proposal that covers the necessary scope. The final proposal package will be delivered by the Local Project Manager and / or RoofConnect Representative. Coordination by the local Project Manager will help to ensure seamless delivery and will allow us to team together to secure more work from within the customer's portfolio as well as to secure future opportunities in the area.

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Close Sale

Flow chart 2: RoofConnect's Quotation/Proposal Process

Step 1

- RFP for Roofing Project with OMNIA Member is recieved
- Sales Account Manger reviews and submits request to technical services department
- Project Manager outlines initial needs of OMNIA Member

Step 2

 Project Manager will then determine RoofConnect contractor or multiple contractor's needed to provide proposal for OMNIA Member

Step 3

• Project is created in RoofConnect Roof Asset Management internal system for tracking purposes and status updates throughout entire proposal development cycle through job completion.

Step 4

- Email request sent to contractor(s) with the following:
- Referenced Project #
- Site location/address/on site contacts
- Specifications/details
- RoofConnect cost sheet will be issued to contractor's for internal submittal
- Due date established standard 1 week

Step 5

- Cost sheet/scope of work received from contractor
- Review documents and cost sheets received from contractor discuss as necessary
- Final RoofConnect Proposal formulated
- Proposal formulated per OMNIA Contract terms

Step 6

• Submit Final Proposal and RoofConnect proposal to OMNIA Member for review and acceptance

Step 7

- •OMNIA Member accepts proposal
- Job Start is scheduled



Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

Manage Relationship

A sale does not complete or end our relationship with OMNIA members, it deepens it. We are committed to managing these relationships at the highest level, to ensure satisfaction and identify areas for continuous improvement. Post-job surveys can be created to include OMNIA procurement information and this data will then be shared with OMNIA annually.

We can also use loyalty as a way of developing other relationships via referrals. Referrals will be a consistent method to drive and deepen loyalty. Once someone else uses the contract from a referral, there will be a synergy formed and a "following" can be developed that will only encourage more use of the contract.

Through the use of our Customer Relationship Management System we will continue to stay in touch via social media and personal contact from our National Account Managers.



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- 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.

RoofConnect's database is an online system that provides customer portal access for each individual client. RoofConnect will provide access to OMNIA or other participating public agencies to this online Customer Portal. The access into the portal will allow OMNIA and/or participating public agencies access to any projects, project documents, building history, and invoicing history. Custom reports can be created according to participating public agencies' needs or requirements. RoofConnect recommends that all clients access the portal in order to review any project documentation, open invoices, or building history.

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").

\$4M in year one \$6M in year two \$7.5M in year three

To the extend 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 that many Public Agencies will be able to utilize the Master Agreement without further former 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.
 - Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refused 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.

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 Offeror's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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 Roofing Products, Services and Job-Order-Contracting (JOC) Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, 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 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). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M 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 Utilization of the Master Agreement by Participating Public OMNIA Partners. 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 and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Public 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, 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 Public 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 Public Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

Supplier must supply the following information 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.

a Minarity Waman Pusingsa Enterprise

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a.	Willionly WO	illeli busilless Eliterplise
	☐ Yes	□No
	If yes, list ce	ertifying agency:
b.	Small Busine (DBE)	ess Enterprise (SBE) or Disadvantaged Business Enterprise
	` Yes	□No
	If yes, list ce	ertifying agency:
C.	Historically ☐ Yes	Underutilized Business (HUB) ☐ No
	If yes, list ce	ertifying agency:
d.	Historically	Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes	□No
	If yes, list ce	ertifying agency:
e.	Other recog ☐ Yes	nized diversity certificate holder ☐ No
	If yes, list ce	ertifying 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:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 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.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Exhibit B Administration Agreement, Example

ADMINISTRATION AGREEMENT

20, between National Intergovernme	NT (this " <u>Agreement</u> ") is made this day of nental Purchasing Alliance Company, a Delaware ctor (" <u>OMNIA Partners</u> "), and								
RECITALS									
entered into a Master Agreement effective between the Principal Procurement Agency and in accordance with the terms thereof, the "Master Agreement effective and	(the " <u>Principal Procurement Agency</u> ") has, Agreement No, by and ad Supplier, (as may be amended from time to time <u>ster Agreement</u> "), as attached hereto as <u>Exhibit Agency</u> ough fully set forth herein, for the purchase of <u>luct</u> ");								
and local governmental entities, public and p entities, non-profit entities, and agencies for the that register (either via registration on the OM Intergovernmental Cooperative Purchasing Ag	ides that any or all public agencies, including state private primary, secondary and higher education ne public benefit (collectively, "Public Agencies"), MNIA Partners website or execution of a Master Agreement, attached hereto as Exhibit B) (each, public Agency") may purchase Product at prices								

- **WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;
- **WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;
- **WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and
- **WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.
- **NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

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

TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.
 - 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
 - 6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
 - 7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for Version February 24, 2023

the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

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

NATIONAL PROMOTION

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the Version February 24, 2023

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners 5001 Aspen Grove Franklin, TN 37067

Attention: Legal Department - Public Sector Contracting

В.	Sup	opiler:				
			<u>-</u>	•	•	

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

this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

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

Exhibit C Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

- 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 health care 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 ("**GPQ**") 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 "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

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

Participating Public Agency:	OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies: NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC
Authorized Signature	Signature
C	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	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 Nation Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partner Public Sector (" <u>OMNIA Partners</u> "), [PPA Name] agrees to pursue Master Agreements for Product as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [PPA Nam (" Principal Procurement Agency "), that I have read and hereby agree to the general terms a 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 a made available by Principal Procurement Agencies to Participating Public Agencies nationwith through OMNIA Partners.
I understand that the purchase of one or more Products under the provisions of the Mast Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion the Participating Public Agency.
Authorized Signature, [PPA Name]
Signature
Name
Title
Date

Exhibit E Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

\bigcirc N A N II \land $^{\circ}$		Supplier Name:		Total Sales	\$0.00											
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee			FOR OMNIA USE ON							ONLY	
Supplier Internal ID		Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name
						_										
						-										
_																

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 provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at $\underline{52.204-26}$, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at $\underline{52.212-3}$, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at $\underline{52.204-26}$, or in paragraph (v)(2)(ii) of the provision at $\underline{52.204-26}$, or in paragraph (v)(2)(iii) of the provision at $\underline{52.212-3}$.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (d) Representation. The Offeror represents that—
- (1) It \Box will, \Box will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
 - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It \Box does, \Box does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
 - (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening:
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

or

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Public 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 Public Agency and the Participating Public 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 Public Agency expends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does offeror agree? YES Initials of Authorized Representative of offeror (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to Federal Rule (B) above, when a Participating Public Agency expends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract. Does offeror agree? Initials of Authorized Representative of offeror (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when a Participating Public 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? Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Public Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

(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 Public 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 Public Agency resulting from this procurement process.

Does offeror agree? YES _______Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES ______Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public 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 Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the 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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public Agency for any contract resulting from this procurement process, Version February 24, 2023

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 N	WITH THE ENERGY POLICY AND CONSERVATION ACT
certifies that it will comply with the mandatory standa state energy conservation plan issued in compliance	funds for any contract resulting from this procurement process, offeror ards and policies relating to energy efficiency which are contained in the 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 Public 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. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES: □ FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS **CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1) The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49
CFR part 661. Check for YES:
OR
Certificate of Non-Compliance with 49 USC §5323(j)(1) The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. Check for YES: □
Does offeror agree? YESInitials of Authorized Representative of offeror
Offeror's Name: RoofConnect Logistics, Inc
Address, City, State, and Zip Code: 44 Grant 65, Sheridan, AR 72150
Phone Number: 877-942-5613
Fax Number:
Printed Name and Title of Authorized Representative: Rachel Mooney, Procurement Manager Email Address: rachel.mooney@roofconnect.com
Signature of Authorized Representative: <u>Fashely 00 neg</u>
CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS
Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the

United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and 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 Public 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	1 W/	1	Initials of Authorized Representative of offeror
•	•		-

CERTIFICATION OF ACCE	SS TO RECORDS – 2 C.F.R. § 200.336
any documents, papers, or other records of offeror that	or any of their duly authorized representatives shall have access to at are pertinent to offeror's discharge of its obligations under the s, excerpts, and transcriptions. The right also includes timely and of interview and discussion relating to such documents. Initials of Authorized Representative of offeror
	<u> </u>
CERTIFICATION OF APP	LICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the	Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	Initials of Authorized Representative of offeror
It is further acknowledged that offeror certifies compl specifically noted above. Offeror's Name: RoofConnect Logistics, Inc	liance with all provisions, laws, acts, regulations, etc. as
Address, City, State, and Zip Code: 44 Grant 65, Sheridan, AR 72150	
Phone Number: 877-942-5613	Fax Number:
Printed Name and Title of Authorized Representative: Rachel Mooney, Procurement Manager	
Email Address: rachel.mooney@roofconnect.com	
Signature of Authorized Representative: 6/14/23	Date:

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would guestion 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.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

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

Affirmative Steps

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

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

Bid Guarantee

For proposals that are to include <u>construction/reconstruction/renovation</u> and related services, bids must <u>be</u> accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- **Standard**. 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. See 2 C.F.R. Part 200, Appendix II(B).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- **a.** <u>Standard</u>. 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). <u>See 2</u> C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 601.3 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.** Applicability. 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.
- ii. 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: Compliance with the Davis-Bacon Act.

- 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.

<u>Sample Language</u>. 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 STANDARDS ACT

- a 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.
 - c. <u>Suggested Language</u>. 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

- <u>Standard</u>. If the FEMA award meets the definition of "funding agreement" under 37C.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 CONTROL ACT

- <u>Standard</u>. 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. <u>See</u> 2 C.F.R. Part 200, Appendix II(G).
- **b.** 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.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the 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.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a <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.** <u>Applicability</u>. 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

- a 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.
- **b.** 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. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- **c.** <u>Suggested Language</u>.

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, RoofConnect Logistics, Logistics or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Rachel Mooney, Procurement Manager

Name and Title of Contractor's Authorized Official

6/14/23

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 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.</u>
- **b.** <u>Applicability</u>. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- <u>Requirements</u>. 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.

- i. 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—
- 1. 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. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

<u>Applicability</u> For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

<u>Domestic Preference for Procurements</u> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. 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 Comptroller General.

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 United States.

14. 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 Version February 24, 2023

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.

15. 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.

16. 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."

17. 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."

18. 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</u> DHS 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: RoofConnect Log	istics, Inc	
Address, City, State, and Zip Code: 44 Grant 65, Sheridan, AR 72	150	
Phone Number: 870-942-5613	Fax Number:	
Printed Name and Title of Authorized Rachel Mooney, Procurement Manager	Representative:	
Email Address: rachel.mooney@r	oofconnect.com	
Signature of Authorized Representative	e: Rachel Moonly	
Date: 6/14/23		

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

- (1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2.000)

- (1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- (2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(I) on the contractor, to the extent the Federal Government deems appropriate.
- (3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

- (1) <u>Record Retention</u>. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (2) <u>Retention Period</u>. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- (3) <u>Access to Records</u>. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (4) <u>Access to the Sites of Performance</u>. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (1) <u>Nondiscrimination</u> In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) **Age** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) **Disabilities** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

- (1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- (2) Flow Down The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.
- 7) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).
- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.SFlag Air Carriers	
International air transportation of persons (and their personal effects) or property by U.S was not available or it was necessary to use foreign-flag air carrier service for the followi FAR § 47.403.	
Stated Reason(s):	

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

 Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) Distracted Driver The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
 - a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
 - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
 - b. Violations of Federal law or regulation.
- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

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	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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.

Name of Organization: RoofCon	nect Logistics, Inc
Organization Address: 44 Grant	65, Sheridan, AR 72150
Part I Check the box that repres	sents the type of business organization:
Sole Proprietorship (skip Parts II a	and III, execute certification in Part IV)
Non-Profit Corporation (skip Parts	II and III, execute certification in Part IV)
For-Profit Corporation (any type	e) Limited Liability Company (LLC)
Partnership Limited Partr	nership Limited Liability Partnership (LLP)
Other (be specific):	· · · · · · · · · · · · · · · · · · ·
Part II	
own 10 percent or more of its sto partnership who own a 10 perce	es and addresses of all stockholders in the corporation who ock, of any class, or of all individual partners in the nt or greater interest therein, or of all members in the n a 10 percent or greater interest therein, as the case may LOW IN THIS SECTION)
OF	₹
no individual partner in the partn	ration owns 10 percent or more of its stock, of any class, or ership owns a 10 percent or greater interest therein, or no mpany owns a 10 percent or greater interest therein, as the IV)
(Please attach additional sheets if more	space is needed):
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
David W. Workman	Grant 65, Sheridan, AR 72150

<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):	Rachel Mooney	Title:	Procurement Manager
Signature:	RachelMooney	Date:	6/14/23

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 dersey Arkansas	
County of Grant	SS:
I, Jeremy Hill	residing in
Sheridan	(name of affiant)
(name of municipality)	and State of
in the County of Grant Arkansas of full age, being	g duly sworn according to law on my oath depose
and say that:	duly sworn according to law on my bath depose
am Vice President of Operations	of the firm of
vice i reducin di operatione	
(title or position)	(name of firm)
RoofConnect Logistics, Inc	the bidder making this Proposal for the bid
entitled 23-04 Roofing Products Services Job-Order-Contracting Services	, and that I executed the said proposal with
competitive bidding in connection with the contained in said proposal and in this affidation knowledge that the the statements contained in said Proposal (name of contracting unit) and in the statements contained in this affidit little warrant that no person or selling a	r otherwise taken any action in restraint of free, above named project; and that all statements avit are true and correct, and made with full relies upon the truth or davit in awarding the contract for the said project. Igency has been employed or retained to solicit or understanding for a commission, percentage, fide employees or bona fide established
Subscribed and sworn to before me this day	Signature
June 14 , 2 023	
Rachel Mooney	_ ,
Type or print name of affiant under signatur	re)
Notary public of Grant County, AR	
My Commission expires 9/11/26	_
(Seal)	

DOC #3

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

Compan	y Name:	RoofConnect Logistics, Inc
Street:	44 Grant 65	
City, Sta	ite, Zip Cod	le: Sheridan, AR 72150

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan certificate enclosed

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

6/14/23	
Lanhol Nooney	_
Date (Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

<u>N.J.S.A.</u> 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.**

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Inform	ation		
Vendor Name: RoofConnect L	ogistics, Inc		
Address: 44 Grant 65			
City: Sheridan	State: AR	Z ip: 72150	
The undersigned being authorize represents compliance with the Instructions accompanying this f	provisions of N.J.S.A. 1		
Rachel Mooney	Rachel Mooney	Procurement I	Manager
Signature 0	Printed Name	Title	
Part II – Contribution D	isclosure		
Disclosure requirement: Pur reportable political contributi submission to the committee unit.	ions (more than \$300 pe	er election cycle) over th	e 12 months prior to
Check here if disclosure is p	provided in electronic fo	rm	
Contributor Name	Recipient Nam	e Date	Dollar Amount
			\$
None			

☐ Check here if the information is continued on subsequent 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.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:					
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. OR					
I certify that no one stockholder owns 10% or rethe undersigned.	nore of the issued and outstanding stock of				
Check the box that represents the type of busing Partnership Corporation	iness organization: Sole Proprietorship				
Limited Partnership Limited Liability Corp	_				
Subchapter S Corporation					
Sign and notarize the form below, and, if necess	ary, complete the stockholder list below.				
Stockholders:					
Name: David W. Workman	Name:				
Home Address: 44 Grant 65, Sheridan, AR 72150	Home Address:				
Name:	Name:				
Home Address:	Home Address:				
Name:	Name:				
Home Address:	Home Address:				
Subscribed and sworn before me this <u>14</u> day of <u>June</u> , 2 <u>023</u>	Rachel Mooney (Affiala)				
(Notary Public)	Rachel Mooney, Procurement Manager				
My Commission expires:	(Print name & title of affiant)				
wy definitionen expired.	(Corporate Seal)				

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take 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.

CHECK THE APPROPRIATE BOX

OR	
Jersey Department of the Treasury's Chapter 25 List. I	der and/or one or more of its parents, subsidiaries, or affiliates is listed on the Ne will provide a detailed, accurate and precise description of the activities of the activities, has engaged in regarding investment activities in Iran by completing the
Entity Engaged in Investment Activities NONE	
Description of Activities	
Duration of Engagement	
Anticipated Cessation Date	
CERTIFICATION	Attach Additional Sheets If Necessary.
I, the undersigned, certify that I am authorized to eforegoing information and any attachments heret acknowledge that the ACUA is relying on the infor continuing obligation from the date of this certific ACUA to notify the Qualified Purchasing Agent herein; that I am aware that it is a criminal offens certification. If I do so, I will be subject to criminal process.	execute this certification on behalf of the Vendor, that the to, to the best of my knowledge are true and complete. I rmation contained herein, and that the Vendor is under a cation through the completion of any contract(s) with the in writing of any changes to the information contained se to make a false statement or misrepresentation in this prosecution under the law, and it will constitute a material permitting the ACUA to declare any contract(s) resulting
Rachel Mooney	Rachel Mooney
Printed Name of Authorized Agent	Signature of Authorized Agent
	0/44/00
Procurement Manager	6/14/23

DOC #7

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

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

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

DOC #8

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 https://v	the	guidelines compliance/documents/pdf/guidel	at: ines/pa.pd
-	her information.		
I certify State w		required evidence per the above	list and
Th	is will be provided before any p	projects begin in New Jersey.	
Name:	Rachel Mooney	Title: <u>Procurement Mar</u>	nager_
Signatu	re: Rachel Mooney	Date: 6/19/23	

DOC #9 MACBRIDE-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:				
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 pursuant to N.J.S.A. 52:34-12.2 that:					
CHECK THE APPROPRIATE 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					
foregoing information and any attachm acknowledge that the State of New Vendor/Bidder is under a continuing oblicontract(s) with the State to notify the Stam aware that it is a criminal offense to so, I will be subject to criminal prosections.	rized to execute this certification on behalf of the Vendor/Bidder, that the ents hereto, to the best of my knowledge are true and complete. I lersey is relying on the information contained herein, and that the <u>igation</u> from the date of this certification through the completion of any ate in writing of any changes to the information contained herein; that I make a false statement or misrepresentation in this certification. If I do <u>cution</u> under the law, and it will constitute a material breach of my he State to declare any contract(s) resulting from this certification to be				
Kachel Vooney	6/14/23				
Signature	Date				
Rachel Mooney, Procurement Manager Print Name and Title	<u>er </u>				

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of	State of New Mexico	State of South
		Massachusetts		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	State of Texas
			Carolina	
State of	State of Indiana	State of Mississippi	State of North	State of Utah
Arkansas			Dakota	
State of	State of Iowa	State of Missouri	State of Ohio	State of
California				Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth
				of Virginia
State of	Commonwealth	State of Nebraska	State of Oregon	State of
Connecticut	of Kentucky			Washington
State of	State of	State of Nevada	Commonwealth of	State of West
Delaware	Louisiana		Pennsylvania	Virginia
State of Florida	State of Maine	State of New	State of Rhode	State of
		Hampshire	Island	Wisconsin
State of Georgia	State of	State of New	State of South	State of
	Maryland	Jersey	Carolina	Wyoming
District of				
Columbia				

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

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS CITY OF SILVERTON, OR **INCLUDING BUT NOT LIMITED TO:** CITY OF SPRINGFIELD, OR BAKER CITY GOLF COURSE, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF TROUTDALE, OR CITY OF BAKER, OR CITY OF TUALATIN, OR CITY OF BATON ROUGE, LA CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF BEAVERTON. OR CITY OF BEND, OR CITY OF WEST LINN, OR CITY OF BOARDMAN, OR CITY OF WILSONVILLE, OR CITY OF BONANAZA, OR CITY OF WINSTON, OR CITY OF BOSSIER CITY, LA CITY OF WOODBURN, OR CITY OF BROOKINGS, OR LEAGUE OF OREGON CITES CITY OF BURNS, OR THE CITY OF HAPPY VALLEY OREGON CITY OF CANBY, OR ALPINE, UT CITY OF CANYONVILLE, OR ALTA, UT CITY OF CLATSKANIE, OR ALTAMONT, UT CITY OF COBURG, OR ALTON, UT CITY OF CONDON, OR AMALGA, UT CITY OF COQUILLE, OR AMERICAN FORK CITY, UT CITY OF CORVALLI, OR ANNABELLA, UT CITY OF CORVALLIS PARKS AND RECREATION ANTIMONY, UT DEPARTMENT, OR APPLE VALLEY, UT CITY OF COTTAGE GROVE, OR AURORA, UT CITY OF DONALD, OR BALLARD, UT CITY OF EUGENE, OR BEAR RIVER CITY, UT CITY OF FOREST GROVE, OR BEAVER, UT CITY OF GOLD HILL, OR BICKNELL, UT CITY OF GRANTS PASS, OR BIG WATER, UT CITY OF GRESHAM, OR BLANDING, UT CITY OF HILLSBORO, OR BLUFFDALE, UT CITY OF INDEPENDENCE, OR BOULDER, UT CITY AND COUNTY OF HONOLULU, HI CITY OF BOUNTIFUL, UT CITY OF KENNER, LA BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA BRYCE CANYON CITY, UT CITY OF LAKE CHARLES, OR CANNONVILLE, UT CITY OF LEBANON, OR CASTLE DALE, UT CITY OF MCMINNVILLE, OR CASTLE VALLEY, UT CITY OF MEDFORD, OR CITY OF CEDAR CITY, UT CITY OF METAIRIE, LA CEDAR FORT, UT CITY OF MILL CITY, OR CITY OF CEDAR HILLS, UT CITY OF MILWAUKIE, OR CENTERFIELD, UT CITY OF MONROE, LA CENTERVILLE CITY CORPORATION, UT CITY OF MOSIER, OR CENTRAL VALLEY, UT CITY OF NEW ORLEANS, LA CHARLESTON, UT CITY OF NORTH PLAINS, OR CIRCLEVILLE, UT CITY OF OREGON CITY, OR CLARKSTON, UT CITY OF PILOT ROCK, OR CLAWSON, UT CITY OF PORTLAND, OR CLEARFIELD, UT CITY OF POWERS, OR CLEVELAND, UT CITY OF PRINEVILLE, OR CLINTON CITY CORPORATION, UT CITY OF REDMOND, OR COALVILLE, UT CITY OF REEDSPORT, OR CORINNE, UT CITY OF RIDDLE, OR CORNISH, UT CITY OF ROGUE RIVER, OR COTTONWOOD HEIGHTS, UT CITY OF ROSEBURG, OR DANIEL, UT CITY OF SALEM, OR DELTA, UT CITY OF SANDY, OR DEWEYVILLE, UT CITY OF SCAPPOOSE, OR DRAPER CITY, UT CITY OF SHADY COVE, OR DUCHESNE, UT

CITY OF SHREVEPORT, LA

EAGLE MOUNTAIN, UT

CITY OF SHERWOOD, OR

EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT EUREKA. UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT

FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT HANKSVILLE, UT

HATCH, 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

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

CITY OF MONTICELLO, UT

MORGAN, UT MORONI, UT

MONROE, UT

MOUNT PLEASANT, UT

MURRAY CITY CORPORATION, UT

MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT

NORTH SALT LAKE CITY, UT

OAK CITY, UT OAKLEY, UT

OGDEN CITY CORPORATION, UT

OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT

PLEASANT GROVE CITY, UT

PLEASANT VIEW, UT PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT

ROY, UT

RUSH VALLEY, UT CITY OF ST. GEORGE, UT

SALEM, UT SALINA, UT

SALT LAKE CITY CORPORATION, UT

SANDY, UT SANTA CLARA, UT SANTAQUIN, UT

SARATOGA SPRINGS, UT

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

CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT

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

CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT

TOQUERVILLE, UT TORREY, UT

TABIONA, UT

TREMONTON CITY, UT

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

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

WILLARD, UT

WOODLAND HILLS, UT

WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

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

CLACKAMAS COUNTY, OR CLACKAMAS COUNTY DEPT OF

TRANSPORTATION, OR CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

CURRY COUNTY, OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA

GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA

JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI

MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH. LA WHEELER COUNTY. OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

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

TO:

ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

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

AGRICULTURE EDUCATION SERVICE

EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT

DISTRICT, OR

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD

DISTRICT, OR

APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT,

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

BADGER IMPROVEMENT DISTRICT, OR

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

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

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

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

BAKER VALLEY VECTOR CONTROL DISTRICT,

BANDON CRANBERRY WATER CONTROL

DISTRICT, OR

BANDON R.F.P.D., OR BANKS FIRE DISTRICT, OR BANKS FIRE DISTRICT #13, OR BAR L RANCH ROAD DISTRICT, OR

BARLOW WATER IMPROVEMENT DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR BASIN TRANSIT SERVICE TRANSPORTATION

DISTRICT, OR

BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT. OR BEAVER CREEK WATER CONTROL DISTRICT.

BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR

BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR

BEAVER WATER DISTRICT, OR

BELLE MER S.I.G.L. TRACTS SPECIAL ROAD

DISTRICT, OR

BEND METRO PARK AND RECREATION

DISTRICT

BENTON S.W.C.D., OR

BERNDT SUBDIVISION WATER IMPROVEMENT

DISTRICT, OR

BEVERLY BEACH WATER DISTRICT. OR BIENVILLE PARISH FIRE PROTECTION

DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR

BIGGS SERVICE DISTRICT, OR

BLACK BUTTE RANCH DEPARTMENT OF

POLICE SERVICES, OR

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

BLACK MOUNTAIN WATER DISTRICT, OR

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

BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT.

BLUE RIVER WATER DISTRICT, OR

BLY VECTOR CONTROL DISTRICT, OR DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR CHILOQUIN VECTOR CONTROL DISTRICT, OR **BOARDMAN CEMETERY MAINTENANCE** CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR DISTRICT, OR **BOARDMAN PARK AND RECREATION DISTRICT** CHR DISTRICT IMPROVEMENT COMPANY, OR BOARDMAN R.F.P.D., OR CHRISTMAS VALLEY DOMESTIC WATER **BONANZA BIG SPRINGS PARK & RECREATION** DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR BONANZA R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA **BONANZA-LANGELL VALLEY VECTOR** CLACKAMAS COUNTY FIRE DISTRICT #1, OR CONTROL DISTRICT, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, BORING WATER DISTRICT #24, OR **BOULDER CREEK RETREAT SPECIAL ROAD** CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR DISTRICT, OR BRIDGE R.F.P.D., OR **CLACKAMAS RIVER WATER** BROOKS COMMUNITY SERVICE DISTRICT, OR CLACKAMAS RIVER WATER, OR BROWNSVILLE R.F.P.D., OR CLACKAMAS S.W.C.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR CLATSKANIE DRAINAGE IMPROVEMENT BUNKER HILL R.F.P.D. #1, OR COMPANY, OR CLATSKANIE LIBRARY DISTRICT, OR BUNKER HILL SANITARY DISTRICT, OR BURLINGTON WATER DISTRICT, OR CLATSKANIE P.U.D., OR BURNT RIVER IRRIGATION DISTRICT, OR CLATSKANIE PARK & RECREATION DISTRICT, BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CAMAS VALLEY R.F.P.D., OR CLATSKANIE R.F.P.D., OR CAMELLIA PARK SANITARY DISTRICT, OR CLATSOP CARE CENTER HEALTH DISTRICT, CAMMANN ROAD DISTRICT, OR OR CAMP SHERMAN ROAD DISTRICT, OR CLATSOP COUNTY S.W.C.D., OR CANBY AREA TRANSIT, OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR CANBY R.F.P.D. #62, OR CANBY UTILITY BOARD, OR **CLEAN WATER SERVICES** CANNON BEACH R.F.P.D., OR CLEAN WATER SERVICES, OR CANYONVILLE SOUTH UMPQUA FIRE CLOVERDALE R.F.P.D., OR DISTRICT, OR CLOVERDALE SANITARY DISTRICT, OR CAPE FERRELO R.F.P.D., OR CLOVERDALE WATER DISTRICT, OR CAPE FOULWEATHER SANITARY DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD COBURG FIRE DISTRICT, OR DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR COLTON R.F.P.D., OR CASCADE VIEW ESTATES TRACT 2, OR COLTON WATER DISTRICT #11, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, CEDAR TRAILS SPECIAL ROAD DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR **COLUMBIA COUNTY 4-H & EXTENSION** CENTRAL CASCADES FIRE AND EMS, OR SERVICE DISTRICT, OR CENTRAL CITY ECONOMIC OPPORTUNITY COLUMBIA DRAINAGE VECTOR CONTROL, OR CORP, LA COLUMBIA IMPROVEMENT DISTRICT, OR CENTRAL LINCOLN P.U.D., OR COLUMBIA R.F.P.D., OR CENTRAL OREGON COAST FIRE & RESCUE COLUMBIA RIVER FIRE & RESCUE, OR DISTRICT, OR COLUMBIA RIVER PUD, OR CENTRAL OREGON INTERGOVERNMENTAL COLUMBIA S.W.C.D., OR COUNCIL COLUMBIA S.W.C.D., OR CENTRAL OREGON IRRIGATION DISTRICT, OR CONFEDERATED TRIBES OF THE UMATILLA CHAPARRAL WATER CONTROL DISTRICT, OR INDIAN RESERVATION CHARLESTON FIRE DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE CHEHALEM PARK & RECREATION DISTRICT, DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE CHEHALEM PARK AND RECREATION DISTRICT DISTRICT, OR COOS FOREST PROTECTIVE ASSOCIATION CHEMULT R.F.P.D., OR CHENOWITH WATER P.U.D., OR COOS S.W.C.D., OR CHERRIOTS, OR COQUILLE R.F.P.D., OR

CHETCO COMMUNITY PUBLIC LIBRARY

BLY R.F.P.D., OR

CORBETT WATER DISTRICT, OR DRRH SPECIAL ROAD DISTRICT #6, OR CORNELIUS R.F.P.D., OR DRY GULCH DITCH DISTRICT IMPROVEMENT CORP RANCH ROAD WATER IMPROVEMENT, COMPANY, OR DUFUR RECREATION DISTRICT, OR OR DUMBECK LANE DOMESTIC WATER SUPPLY, CORVALLIS R.F.P.D., OR COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR DUNDEE R.F.P.D., OR COUNTRY CLUB WATER DISTRICT, OR **DURKEE COMMUNITY BUILDING** COUNTRY ESTATES ROAD DISTRICT, OR PRESERVATION DISTRICT, OR COVE CEMETERY MAINTENANCE DISTRICT, EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE COVE ORCHARD SEWER SERVICE DISTRICT. DISTRICT, OR EAGLE VALLEY R.F.P.D., OR COVE R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR CRESCENT R.F.P.D., OR EAST FORK IRRIGATION DISTRICT, OR CRESCENT SANITARY DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR CRESCENT WATER SUPPLY AND EAST SALEM SERVICE DISTRICT, OR IMPROVEMENT DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL CROOK COUNTY AGRICULTURE EXTENSION DISTRICT, OR SERVICE DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR EAST UMATILLA COUNTY R.F.P.D., OR **CROOK COUNTY PARKS & RECREATION** EAST VALLEY WATER DISTRICT, OR DISTRICT, OR **ELGIN COMMUNITY PARKS & RECREATION** CROOK COUNTY S.W.C.D., OR DISTRICT, OR CROOK COUNTY VECTOR CONTROL DISTRICT. ELGIN HEALTH DISTRICT, OR ELGIN R.F.P.D., OR CROOKED RIVER RANCH R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR DISTRICT, OR ELKTON R.F.P.D., OR CRYSTAL SPRINGS WATER DISTRICT, OR EMERALD P.U.D., OR **CURRY COUNTY 4-H & EXTENSION SERVICE** ENTERPRISE IRRIGATION DISTRICT, OR DISTRICT, OR ESTACADA CEMETERY MAINTENANCE CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR ESTACADA R.F.P.D. #69, OR DISTRICT, OR CURRY COUNTY S.W.C.D., OR EUGENE R.F.P.D. # 1, OR CURRY HEALTH DISTRICT, OR EUGENE WATER AND ELECTRIC BOARD CURRY PUBLIC LIBRARY DISTRICT, OR EVANS VALLEY FIRE DISTRICT #6, OR DALLAS CEMETERY DISTRICT #4, OR FAIR OAKS R.F.P.D., OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR FAIRVIEW R.F.P.D., OR DAVID CROCKETT STEAM FIRE COMPANY #1, FAIRVIEW WATER DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR LA FALCON-COVE BEACH WATER DISTRICT, OR DAYS CREEK R.F.P.D., OR DAYTON FIRE DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DEAN MINARD WATER DISTRICT, OR DISTRICT, OR DEE IRRIGATION DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR FAT ELK DRAINAGE DISTRICT, OR DELL BROGAN CEMETERY MAINTENANCE FERN RIDGE PUBLIC LIBRARY DISTRICT, OR DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DEPOE BAY R.F.P.D., OR DISTRICT, OR FOR FAR ROAD DISTRICT, OR DESCHUTES COUNTY 911 SERVICE DISTRICT. FOREST GROVE R.F.P.D., OR DESCHUTES COUNTY R.F.P.D. #2, OR FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR FOUR RIVERS VECTOR CONTROL DISTRICT, DESCHUTES VALLEY WATER DISTRICT, OR DEVILS LAKE WATER IMPROVEMENT FOX CEMETERY MAINTENANCE DISTRICT, OR DISTRICT, OR GARDINER R.F.P.D., OR DEXTER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR DEXTER SANITARY DISTRICT, OR GARIBALDI R.F.P.D., OR DORA-SITKUM R.F.P.D., OR GASTON R.F.P.D., OR DOUGLAS COUNTY FIRE DISTRICT #2, OR GATES R.F.P.D., OR DOUGLAS S.W.C.D., OR GEARHART R.F.P.D., OR

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

COQUILLE VALLEY HOSPITAL DISTRICT. OR

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

HIGH DESERT PARK & RECREATION DISTRICT.

GILLIAM S.W.C.D., OR

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

LAKE COUNTY 4-H & EXTENSION SERVICE

JOSEPHINE COMMUNITY LIBRARY DISTRICT.

MAKAI SPECIAL ROAD DISTRICT. OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, MALHEUR DRAINAGE DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR MALIN COMMUNITY PARK & RECREATION DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT. OR MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR MERRILL R.F.P.D., OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE. OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, MILES CROSSING SANITARY SEWER DISTRICT,

OR MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE MILTON-FREEWATER WATER CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR MORROW S.W.C.D., OR MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR MT. LAKI CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR

AREA HEALTH DISTRICT, OR

NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT. NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, NORTH LINCOLN FIRE & RESCUE DISTRICT #1. NORTH LINCOLN HEALTH DISTRICT. OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, NYSSA ROAD ASSESSMENT DISTRICT #2. OR NYSSA RURAL FIRE DISTRICT. OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR OAK LODGE WATER SERVICES, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT, OR OCHOCO WEST WATER AND SANITARY AUTHORITY, OR ODELL SANITARY DISTRICT. OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY **SERVICES** OREGON INTERNATIONAL PORT OF COOS BAY, OR OREGON LEGISLATIVE ADMINISTRATION OREGON OUTBACK R.F.P.D., OR OREGON POINT, OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR OWW UNIT #2 SANITARY DISTRICT, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OWYHEE IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, PALATINE HILL WATER DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR

PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5. OR PILOT ROCK PARK & RECREATION DISTRICT, PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS. OR PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT. OR POE VALLEY PARK & RECREATION DISTRICT, POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR PORT OF TILLAMOOK BAY, OR

PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1. OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT. OR RAINIER DRAINAGE IMPROVEMENT COMPANY, RALEIGH WATER DISTRICT, OR **REDMOND AREA PARK & RECREATION** DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, RIVER ROAD WATER DISTRICT. OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR

OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, SANDY DRAINAGE IMPROVEMENT COMPANY. SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR

ROGUE RIVER VALLEY IRRIGATION DISTRICT.

SIUSLAW VALLEY FIRE AND RESCUE, OR OR SIXES R.F.P.D., OR SUTHERLIN WATER CONTROL DISTRICT, OR SKIPANON WATER CONTROL DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SWISSHOME-DEADWOOD R.F.P.D., OR SOUTH CLACKAMAS TRANSPORTATION TABLE ROCK DISTRICT IMPROVEMENT DISTRICT, OR COMPANY, OR SOUTH COUNTY HEALTH DISTRICT, OR TALENT IRRIGATION DISTRICT, OR SOUTH FORK WATER BOARD, OR TANGENT R.F.P.D., OR SOUTH GILLIAM COUNTY CEMETERY TENMILE R.F.P.D., OR DISTRICT, OR TERREBONNE DOMESTIC WATER DISTRICT, SOUTH GILLIAM COUNTY HEALTH DISTRICT, THE DALLES IRRIGATION DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR SOUTH LAFOURCHE LEVEE DISTRICT, LA THREE RIVERS RANCH ROAD DISTRICT, OR SOUTH LANE COUNTY FIRE & RESCUE, OR THREE SISTERS IRRIGATION DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL TIGARD TUALATIN AQUATIC DISTRICT, OR DISTRICT, OR TIGARD WATER DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR DISTRICT, OR SOUTH WASCO PARK & RECREATION TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR SOUTHERN CURRY CEMETERY MAINTENANCE TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER TILLAMOOK P.U.D., OR TILLER R.F.P.D., OR DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT SOUTHWOOD PARK WATER DISTRICT, OR COMPANY, OR SPECIAL ROAD DISTRICT #1, OR TOLEDO R.F.P.D., OR SPECIAL ROAD DISTRICT #8, OR TONE WATER DISTRICT, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR TOOLEY WATER DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR TRASK DRAINAGE DISTRICT, OR ST. PAUL R.F.P.D., OR TRI CITY R.F.P.D. #4, OR STANFIELD CEMETERY DISTRICT #6, OR TRI-CITY WATER & SANITARY AUTHORITY, OR STANFIELD IRRIGATION DISTRICT, OR TRI-COUNTY METROPOLITAN STARR CREEK ROAD DISTRICT, OR TRANSPORTATION DISTRICT OF OREGON STARWOOD SANITARY DISTRICT, OR TRIMET, OR STAYTON FIRE DISTRICT, OR **TUALATIN HILLS PARK & RECREATION** SUBLIMITY FIRE DISTRICT, OR DISTRICT SUBURBAN EAST SALEM WATER DISTRICT, OR TUALATIN HILLS PARK & RECREATION SUBURBAN LIGHTING DISTRICT, OR DISTRICT, OR TUALATIN S.W.C.D., OR SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR **TUALATIN VALLEY FIRE & RESCUE** SUMMER LAKE IRRIGATION DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR SUMMERVILLE CEMETERY MAINTENANCE TUALATIN VALLEY IRRIGATION DISTRICT, OR DISTRICT, OR TUALATIN VALLEY WATER DISTRICT SUMNER R.F.P.D., OR TUALATIN VALLEY WATER DISTRICT, OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD TWIN ROCKS SANITARY DISTRICT, OR DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, SUNNYSIDE IRRIGATION DISTRICT, OR SUNRISE WATER AUTHORITY, OR TWO RIVERS S.W.C.D., OR SUNRIVER SERVICE DISTRICT, OR TWO RIVERS SPECIAL ROAD DISTRICT, OR SUNSET EMPIRE PARK & RECREATION TYGH VALLEY R.F.P.D., OR DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT. UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR SURFLAND ROAD DISTRICT, OR

SUTHERLIN VALLEY RECREATION DISTRICT,

SIUSLAW S.W.C.D., OR

UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, OR UMPQUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT. UNION GAP SANITARY DISTRICT, OR UNION GAP WATER DISTRICT, OR UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR UNION S.W.C.D., OR **UNITY COMMUNITY PARK & RECREATION** DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, UPPER MCKENZIE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR VALE OREGON IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, VERNONIA R.F.P.D., OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, WALLOWA COUNTY HEALTH CARE DISTRICT, WALLOWA LAKE COUNTY SERVICE DISTRICT, WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT, OR WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL

WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR WILLAMALANE PARK & RECREATION DISTRICT, WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA **BOSSIER PARISH SCHOOL BOARD** BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT

IMPROVEMENT DISTRICT, OR

CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 **CULVER SCHOOL DISTRICT** DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT **GRANTS PASS SCHOOL DISTRICT 7** GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS **NESTUCCA VALLEY SCHOOL DISTRICT NO.101** NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT

NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT **UMATILLA MORROW ESD** WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT

EMERY SCHOOL DISTRICT. UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT, UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT UINTAH RIVER HIGH, UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE **BRIGHAM YOUNG UNIVERSITY - HAWAII** CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE **CLACKAMAS COMMUNITY COLLEGE** COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA LOUISIANA STATE UNIVERSITY LOUISIANA STATE UNIVERSITY HEALTH **SERVICES** MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY

PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE

UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY (OREGON

UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY

COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU

COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT

SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT

AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF

HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT

ATTORNEY STATE OF UTAH

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Bluefield, VA Grundy, VA Norton, VA

Town of Tazewell, VA Big Stone Gap, VA Clintwood, VA St. Paul, VA COUNTIES

Buchanan County, VA Dickenson County, VA

Lee County, VA Russell County, VA Scott County, VA Tazewell County, VA Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINA) to include:

CITIES & TOWNS

Abingdon, VA
Blacksburg, VA
Bristol, VA
Christiansburg, VA

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Damascus, VA

Galax, VA Marion, VA Pulaski, VA

Radford, VA

Wytheville, VA Montgomery County, VA

COUNTIES Patrick County, VA

Bland County, VA

Carroll County, VA

Floyd County, VA

Washington County, VA

Giles County, VA

Wythe County, VA

CENTRAL VIRGINIA REGION (VIRGINA) to include:

Grayson County, VA

CITIES & TOWNS COUNTIES

Albemarie County, VA Appomattox, VA Ashland, VA Amelia County, VA Blackstone, VA Amherst County, VA Charlottesville, VA Appomattox County, VA Colonial Heights, VA Buckingham County, VA Chester, VA Campbell County, VA Farmville, VA Chesterfield County, VA Hopewell, VA Cumberland County, VA Lynchburg, VA Dinwiddie County, VA Petersburg, VA Fluvanna County, VA Richmond, VA Goochland County, VA Scottsville, VA Greene County, VA Wintergreen, VA Hanover County, VA

Hanover County, VA Henrico County, VA Louisa County, VA Madison County, VA

Nelson County, VA Nottoway County, VA Orange County, VA Powhatan County, VA Prince Edward County, VA Prince George County, VA

Sussex County, VA

TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION) (VIRGINA) to include:

<u>CITIES & TOWNS</u> <u>COUNTIES</u>

Kilmarnock, VA
Warsaw, VA
Lancaster County, VA
Urbanna, VA
Northumberland County, VA
West Point, VA
Colonial Beach, VA
Tappahannock, VA
Middlesex County, VA
Lancaster County, VA
Richmond County, VA
King William County, VA
King & Queen County, VA

Version February 24, 2023

Gloucester, VA Mathews County, VA
Irvington, VA Westmoreland County, VA

Essex County, VA Gloucester County, VA King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINA) to include:

<u>CITIES & TOWNS</u> <u>COUNTIES</u>

Accomac, VA Northampton County, VA
Cape Charles, VA Accomack County, VA

Chincoteague Island, VA

Exmore, VA Onanock, VA Tangier Island, VA Wachapreague, VA

Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINA) to include:

<u>CITIES & TOWNS</u> <u>COUNTIES</u>

Charles City, VA
Chesapeake, VA
Isle of Wight County, VA
Franklin, VA
James City County, VA
Hampton, VA
New Kent County, VA
Southampton County, VA

Norfolk, VA Surry County, VA
Poquoson, VA York County, VA

Portsmouth, VA Smithfield, VA

Suffolk, VA

Virginia Beach, VA Williamsburg, VA Yorktown, VA

NORTHERN VIRGNIA REGION (VIRGINA) to include:

<u>CITIES & TOWNS</u> <u>COUNTIES</u>

Alexandria, VA Rappanhannock County, VA Arlington, VA Fauquier County, VA Centreville, VA Stafford County, VA Chantilly, VA Spotsylvania County, VA Clifton, VA Caroline County, VA Culpeper, VA Prince William County, VA Dulles, VA Fairfax County, VA Falls Church, VA Loudoun County, VA

Fairfax, VA

Culpeper County, VA

Fredericksburg, VA

Herndon, VA

Leesburg, VA

Lorton, VA

Manassas Park, VA

Manassas, VA

Marshall, VA

McLean, VA

Middleburg, VA

Occoquan, VA

Purcellville, VA

Reston, VA

Spotsylvania, VA

Springfield, VA

Triangle, VA

Vienna, VA

Warrenton, VA

Woodbridge, VA

Washington, VA

SHENANDOAH VALLEY REGION (VIRGINA) to include:

CITIES & TOWNS

Berryville, VA Shenandoah, VA
Buena Vista, VA Staunton, VA
Front Royal, VA Waynesboro, VA
Harrisonburg, VA Winchester, VA

Lexington, VA Luray, VA

Natural Bridge VA

COUNTIES

Augusta County, VA

Clarke County, VA

Frederick County, VA

Page County, VA

Rockbridge County, VA

Rockingham County, VA

Shenandoah County, VA

Warren County, VA

SOUTHERN VIRGINIA (VIRGINA) to include:

CITIES & TOWNS

COUNTIES

Danville, VA

Brunswick County, VA

Version February 24, 2023

Emporia, VA Charlotte County, VA
Martinsville, VA Greensville County, VA
South Boston, VA Henry County, VA
South Hill, VA Halifax County, VA
Clarksville, VA Lunenburg County, VA
Mecklenburg County, VA

Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINA) to include:

<u>CITIES & TOWNS</u> <u>COUNTIES</u>

Bedford, VA Alleghany County, VA Buchanan, VA Bath County, VA Clifton Forge, VA Bedford County, VA Covington, VA Botetourt County, VA Fincastle, VA Craig County, VA Hot Springs, VA Franklin County, VA New Castle, VA Highland County, VA Roanoke, VA Roanoke County, VA

Rocky Mount, VA

Salem, VA Troutville, VA Vinton, VA

Warm Springs, VA

SCHOOL DISTRICTS (VIRGINA) to include:

Accomack County Public Schools, VA
Albemarle County Public Schools, VA
Alexandria City Public Schools, VA
Alleghany County Public Schools, VA
Madison County Public Schools, VA
Manassas City Public Schools, VA

Amelia County Public Schools, VA Amherst County Public Schools, VA Appomattox County Public Schools, VA Arlington Public Schools, VA Augusta County Public Schools, VA Bath County Public Schools, VA Bedford City Public Schools, VA Bedford County Public Schools, VA Bland County Public Schools, VA Botetourt County Public Schools, VA Bristol Public Schools, VA

Brunswick County Public Schools, VA

Buchanan County Public Schools, VA Buckingham County Public Schools, VA Buena Vista City Public Schools, VA Campbell County Public Schools, VA Caroline County Public Schools, VA Carroll County Public Schools, VA Charles City County Public Schools, VA Charlotte County Public Schools, VA Charlottesville City Schools, VA Chesapeake Public Schools, VA Chesterfield County Public Schools, VA Clarke County Public Schools, VA Colonial Beach Public Schools, VA

Colonial Heights Public Schools, VA Covington City Public Schools, VA Craig County Public Schools, VA Culpeper County Public Schools, VA Cumberland County Public Schools, VA

Danville Public Schools, VA Dickenson County Public Schools, VA Dinwiddie County Public Schools, VA

Essex County Public Schools, VA Fairfax County Public Schools, VA Falls Church City Public Schools, VA Fauquier County Public Schools, VA

Floyd County Public Schools, VA Fluvanna County Public Schools, VA Franklin City Public Schools, VA Franklin County Public Schools, VA Frederick County Public Schools, VA Fredericksburg City Schools, VA Galax City Public Schools, VA

Giles County Public Schools, VA

Gloucester County Public Schools, VA

ManaGsacc Plankd CG to uPtylo Pred Stock Scells o MA, VA Martinsaviller CityuPuth lPc i Skih Sodko MA, VA Math@wee@o@totynPublid SclSodileoNAVA Mecklin buryillo tinty Pythib Belloch o NAVA Middleslefa@@mtytPublbdi8@ndods\y\XA Montgamptyr Coityt Schools, Schools, VA Nelsotha Govern C Buhtic Pathloo Schools, VA New Kanris Cobuty PubliPubliho Skholo As, VA

North Ling plant (County Prubblic Sectoods, WA)

New Horn New Counting Stolling Schools, VA

Norfolknikultiousich Palblik Achools, VA

Hopewell City Public Schools, VA Northumberland County Public Schools, VA Isle of Wight County Public Schools, VA Norten City Schools, VA Nottoway County Public Schools, VA King George County Public Schools, VA Orange County Public Schools, VA King William County Public Schools, VA Page County Public Schools, VA Lancaster County Public Schools, VA Patrick County Public Schools, VA Lee County Public Schools, VA Petersburg City Public Schools, VA Lexington City Schools, VA Pittsylvania County Public Schools, VA. Loudoun County Public Schools, VA

Poquoson City Public Schools, VA Louisa County Public Schools, VA Portsmouth Public Schools, VA Washington County Public Schools, VA Powhatan County Public Schools, VA Waynesboro Public Schools, VA

Prince Edward County Public Schools, VA Westmoreland County Public Schools, VA Prince George County Public Schools, VA Prince William County Public Schools, VA

Pulastri Grannsty Public Schools, VA

Radford City Schools, VA

Rappahannock County Public Schools, VA Richmond County Public Schools, VA

Richmond Public Schools, VA Roanoke City Public Schools, VA Roanoke County Public Schools, VA Rockbridge County Public Schools, VA Rockingham County Public Schools, VA Russell County Public Schools, VA

Salem City Schools, VA

Scott County Public Schools, VA Shenandoah County Public Schools, VA Smyth County Public Schools, VA Southampton County Public Schools, VA Spotsylvania County Public Schools, VA Stafford County Public Schools, VA

Staunton City Public Schools, VA Suffolk Public Schools, VA Surry County Public Schools, VA Sussex County Public Schools, VA Virginia Warren Winches

Tazewel

Wise Co Wythe C

York Co

Tab 4: Qualifications and Experience And References



Tab 4 – Qualifications & Experience

Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

c) Qualification and Experience i. Provide a brief history of the Offeror, including year it was established and corporate office location.

RoofConnect was officially established in 2002 as a professional roofing service provider when 27 independent roofing contractors joined together to address the needs of building owners looking for a nationwide, single source roofing organization.

Today, RoofConnect has grown to over 396 contractors and more than 497 service locations a cross the country. To this day RoofConnect contractors ensure the finest workmanship available no matter where their client's business is located.

Any National IPA Member with one location or multiple locations and roofing needs, whether they are regular roof maintenance and leak repairs, capital re-roof or coating projects, roof consulting needs, or even natural disaster, will benefit by utilizing RoofConnect's nationwide coverage and resources. The nationwide coverage is offered by a single call to RoofConnect which allows agencies and building owner's peace of mind both for the reactive roofing emergencies and proactive roof asset planning.

ii. Describe Offeror's reputation in the marketplace.

Our reputation in the marketplace is strong.

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

Our reputation of products and services in the marketplace is expert.

iv. Describe the experience and qualification of key employees.

Our key employees have an average tenure of 15 years in the industry.

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

RoofConnect has experience working with Job Order Contracting methods since 2013. The primary delivery method used is through our OMNIA contract that was effective beginning in 2014. Project proposals submitted to Member Agencies were bid using traditional bid practices.

RoofConnect, as the contract holder, would verify Member Contractors' proposals against the Line Item Pricing per the awarded contract. Any discrepancies would be communicated to the Member Contractor in order for the pricing to be adjusted to be in compliance with the National IPA contract. When requested, the Line Item Proposal was submitted to the Member Agency and also included with the Purchase Order Documents for specific projects.

In addition to the National IPA contract, RoofConnect holds a cooperative contract with TIPS-USA. The Job Order Contracting method used with TIPS-USA is through the RSMeans job costing method. Similar to National IPA, projects would be bid through traditional bidding practices with



Tab 4 – Qualifications & Experience

Solicitation Number 23-04: Request for Proposal by Region 4 Education Service Center for Roofing Products, Services, and Job-Order-Contracting Services

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships - Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

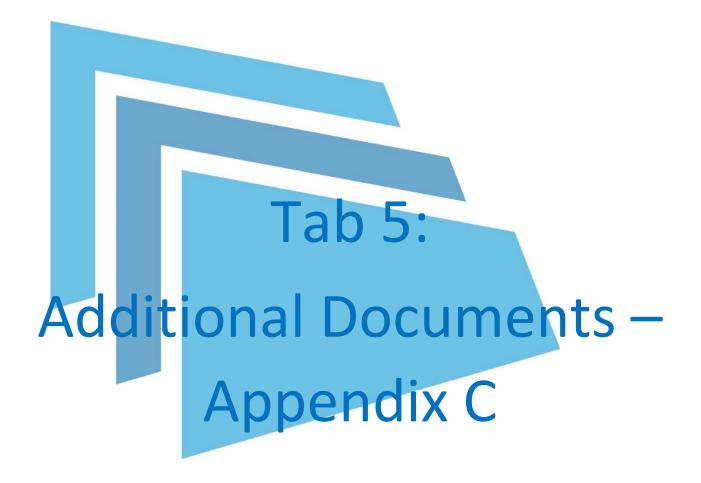
RoofConnect is a professional roofing trade organization, comprised of independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

RoofConnect members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently-owned and operated;
- recognized in the industry as consistently providing a high level of customer service;
- maintain membership in the National Roofing Contractors Association (NRCA);
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;
- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by RoofConnect.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service. ix. Provide any additional information relevant to this section.



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

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form
DOC #5	Felony Conviction Notification

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.

\checkmark	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.)

6/19/23	Rachel Mooney Procurement Manager
Date	Authorized Signature & Title

RoofConnect declares the following information to be trade secret or proprietary and exempt from disclosure under the Public Information Act.

- Tab 2 Pricing; all pages. Pricing for the solicitation shall remain confidential for this solicitation. RoofConnect's pricing structure for this solicitation is unique to this opportunity. Pricing components can be used negatively in the open market and can directly impact RoofConnect and RoofConnect's Member contractors' opportunities for future success.
- Tab 3 Support Centers; pages 1-10. RoofConnect Member Contractor Sales Offices listing and sales staff shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Tab 3 Pages 41 52 Sample Inspection Report
 - RoofConnect's customer information as well as proposal formats and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.
- Tab 4 Page 2. RoofConnect customer information as well as sales and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.
- Tab 5 Value Add. RoofConnect's response includes proprietary pricing in the value-add section. Programs and offerings are specific to the RoofConnect organization. The programs and offerings are a competitive advantage not available to RoofConnect's competition.

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

Company		Contact	V2-1 11 120000
	RoofConnect Logistics, Inc		Kachelyloonly
			Signature
	44 Grant 65		Rachel Mooney
			Printed Name
	Sheridan, AR 72150		Procurement Manager
Address			Position with Company
		Official	
		Authorizing	
		Proposal	
			Signature
			Printed Name
Phone			
			Position with Company
Fax			

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

Staring on January 1, 2016, the commission 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.

_{I,} Rachel Moon	ey ,	as	an	authorized
representative of	_			
RoofConnect Logi	stics, Inc		а	contractor
engaged by				
	Insert Name of Company			
writing that the abov	Service Center, 7145 West Tidwell Road, Houston re-named company affirms that it (1) does not boyog the term of this contract, or any contract with the future.	ott Isra	ael; an	d (2) will not
Texas Comptroller of	is not listed on and we do not do business with conf Public Accounts list of Designated Foreign Terror.texas.gov/purchasing/docs/foreign-terrorist.pdf.	•		
longer valid, that the (1) business day ar requirements of Tex	f our company's position on this issue is reversed above-named Texas governmental entity will be not make understand that our company's failure to affices Government Code 2270 et seq. shall be ground benalty to the above-named Texas governmental er	tified in irm ar Is for i	n writin nd com	ng within one nply with the
I swear and affirm th	at the above is true and correct.			
RachelMoo	ney	6/1	9/23	
Signature of Named	Authorized Company Representative			Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

3.	Any crimes against persons involving:	
	a. Controlled substances; or	
	b. Property; or	
4.	Any other offense Region 4 ESC, or Participating Pub Education Code may be applicable, believes might co students, employees or property.	•
ı, Rachel Mo	poney , a	as an authorized
representative	ooney, a, a general RoofConnect Logistics, Inc	,
the Offeror ve	erify that:	
A. My com	npany is not owned nor operated by anyone who has b	peen convicted of a felony.
Signature	of Company Official: Rachel Moonly	Date: <u>6/19/23</u>
B. My com	npany is owned or operated by the following individual	(s) who has/have been
convicte	ed of a felony:	
Name of F	elon(s):	
Details of	Conviction(s) :	
Date:		
C. My con	npany is a publicly held corporate, therefore, this repo	orting requirement is not
Signature	of Company Official:	Date:

Any sex offense;

2.