



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

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

Solicitation Number 20-05

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Elevator Industry Equipment, Repair, Related Products and Services

**SUBMITTAL DEADLINE: Tuesday, March 24, 2020, 2:00 PM CENTRAL TIME**

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than March 5, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

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

### NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on March 3, 2020, 2020 at 9:00am in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at [cwallace@esc4.net](mailto:cwallace@esc4.net), by February 26, 2020. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: February 13, 2020

## **I. SCOPE OF WORK**

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Elevator Industry Equipment, Repair, Related Products and Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers elevator industry equipment, repair, related product and services, Offerors are encouraged to submit and offering on any and all products or services available that they currently perform in their normal course of business.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 39 open-enrollment charter schools, representing more than 1.2 million students, 99,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

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

### **NATIONAL CONTRACT**

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

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

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

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Elevator Industry Equipment, Repair, Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$25 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

#### Customer Support

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

#### PRODUCT, SERVICE SPECIFICATION AND SCOPE OF WORK

It is the intention of Region 4 ESC to establish a contract with vendor(s) for elevator industry equipment related products and service including, but limited to, elevators, escalators, moving walkways, chair and platform lifts, dumbwaiter and services are not limited to preventative maintenance, modernization/equipment upgrades, repairs, replacement, and new installation. If inspection services are included as part of the Offeror's submission, the Offeror shall not be a firm actively engaged in providing elevator maintenance and/or repair services.

All work and elevator industry codes shall be in accordance where service is applied. All work should also conform to OSHA elevator industry guidelines, any additional relevant codes and regulations by Region 4 ESC or Participating Public Agency

Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

While this solicitation specifically covers elevator industry equipment, repair and related services, offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Product and Services categories to include, but not limited to:

- **Elevator Industry Equipment** – maintain and service components, check, monitor and replace necessary parts, test lighting, as required.
- **Elevator Industry Modernization** – complete range and turn-key approach to modernization. Installation and Turnkey Contracting - retrofit, new construction, energy retrofit, controls new and upgrade, etc. as required.
- **Hoistway Door and Pit** – maintain and service components, examine chain rope, sheave, switches, etc. and adjust as required.
- **Controller Equipment** – maintain and service components, complete onsite inspections of electronic incidentals, mechanical component, wiring, filters, cooling fans, etc. and adjust as required.
- **Pump Unit and Motor** – maintain and service components, onsite inspections, monitoring oil levels, cleaning components, etc. and adjust as required.
- **Inspection** – routine, periodic test witnessing, plan review, accident investigation, etc. Note: The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.
- **Equipment Parts and Supplies** - genuine manufactured parts, emergency parts service, miscellaneous material and supplies and other shall be in accordance with elevator industry. No substitute parts shall be permitted without permission of the participating public agency.
- **Startup & Commissioning Services** - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- **Service & Maintenance** - preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) shall be scheduled with participating public agency.
- **Warranty Services** - extended parts & labor (define maximum number of years available), delayed start-up and other
- **Energy Services** -Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other.

- **Equipment Rentals** -chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other.
- **Financial Services** - leasing, prompt and pre-payment discounts, guaranteed savings and other.
- **Professional Services** - Project Management and other.
- **Conveyance Audit Services** – capability to evaluate and audit elevator conditions.
- **Balance of line** – include all other products and services offered.

The minimum requirements:

- In general, all elevator components shall be cleaned, lubricated, adjusted, and items worn or broken shall be repaired or replaced. Any replacement shall be at no additional charge to the Facility unless it has been approved in advance by the facility.
- When a technician is on-site a check-in with *Approved Facilities Personnel* shall be done. Once work is completed and the technician is leaving, the technician will check-out with *Approved Facilities Personnel*.
- Comply with environmental regulations, applicable codes and safe checks required under elevator industry standards.
- Establish a record keeping system. To include, all reports of elevator services, maintenance history, provide copies of service tickets and invoices, plans, charts, Field Service Manuals, etc., as required.

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

<u>Event</u>	<u>Date</u>
Issue RFP	February 13, 2020
Pre-proposal Conference	March 3, 2020
Deadline for receipt of questions via email	March 5, 2020
Issue Addenda (if required)	TBD
Proposal Due Date	March 24, 2020
Approval from Region 4 ESC	June 23, 2020
Contract Effective Date	October 1, 2020

### III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

**Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

**Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

**Days:** calendar days

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

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than February 28, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

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

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

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

The communications prohibition shall not apply to the following:

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

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

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

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

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

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

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents (Appendix D)

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

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

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

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



d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

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

withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

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

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

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

#### IV. EVALUATION PROCESS AND CRITERIA

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

##### **a) Products/Services/Pricing**

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

- Complete Pricing information
  - The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
  - Provide brand names, equipment manufacturer, equipment types, services and discount of published list price.
  - Include freight (if applicable).
  - Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for standard working hours (offeror shall describe these hours). Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.
  - Additionally, the hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RS Means or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set

(e.g.; RS Means or others) city cost index by **each respondent's office(s)**, territories or district(s) to determine effectiveness of providing these tasks.

- Include a per diem rate.
  - All labor rates will be based on standard hours. Indicate standard hours \_\_\_\_am to \_\_\_\_ pm Monday to Friday.
  - Overtime rates (after standard hours and Saturday) \_\_\_\_ x Standard Rates.
  - Overtime rates Sunday, Holidays) \_\_\_\_\_ x Standard Rates.
  - Minimum charge of \_\_\_\_ hours for overtime work.
- ii. Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
  - iii. Is pricing available for all products and services?
  - iv. Provide a summary of your product/service offering. Include brands that are serviced, as well, as any exclusions.
  - v. Describe general maintenance including written controls, hazardous material and quality control.
  - vi. Describe personnel training.
  - vii. Describe your ordering methods, online tracking and record keeping system.
  - viii. Describe any special offers, promotions, additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
  - ix. Describe how customers verify they are receiving Contract pricing.
  - x. Describe payment methods offered.
  - xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
  - xii. Describe how future product introductions will be priced and align with Contract pricing proposed.
  - xiii. Provide any additional information relevant to this section.

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

## **b) Performance Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its

national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is your business philosophy?
- vi. What is your practice to assist agency in prioritization schedules for repair and maintenance?
- vii. What is Offeror's average on time callbacks?
- viii. What is the Offeror's "Emergency Call Back" process? What is the average response time?
- ix. If applicable, describe your Inspection Services and process.
- x. Describe your ability to keep occupied work sites protected and waste free.
- xi. Describe Offeror's ability to meet service and warranty needs.
- xii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- xiii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xiv. Describe Offeror's contract implementation/customer transition plan.
- xv. Describe the financial condition of Offeror.
- xvi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering and reporting. Describe the website's capabilities and functionality.
- xvii. Describe the Offeror's safety record.
- xviii. Provide any additional information relevant to this section.

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.

- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- viii. Provide any additional information relevant to this section.

**d) Value Add**

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

**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 201X by and between \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").*

**RECITALS**

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

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

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

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

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) 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.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).



- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. 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) Entire Agreement (Parol evidence). 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) Assignment of Contract. 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) Contract Alterations. 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) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;
    - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. 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) Standard Cancellation. 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) Licenses. 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) Survival Clause. 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) Delivery. 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) Inspection & Acceptance. 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) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

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

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. 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) Site Preparation. 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) Safety measures. 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) Smoking. 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) Funding Out Clause. 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) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

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

**Check one of the following responses:**

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

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

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

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

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

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

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required 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 Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.



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

**OPEN RECORDS POLICY**

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

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

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

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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature & Title

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

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

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

**Company**

**Contact**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Address**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

\_\_\_\_\_

**Official  
Authorizing  
Proposal**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Phone**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

**Fax**

\_\_\_\_\_

## Implementation of House Bill 1295

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

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

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

#### Filing Process:

Starting 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](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](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, \_\_\_\_\_, as an authorized representative of

\_\_\_\_\_, a contractor engaged by

Insert Name of Company

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

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

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

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

\_\_\_\_\_  
Signature of Named Authorized Company Representative

\_\_\_\_\_  
Date

### **SPECIAL CONDITIONS**

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC 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 minimis, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

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

#### **Public Policy**

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

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

## **Affirmative Steps**

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

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

### **Federal Requirements**

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

## 2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of



investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

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

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the

Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

§ 7401 et seq.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension*

(1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt.

180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### 9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds

to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date”

10. Procurement of Recovered Materials.

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

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

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

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

- c. Access to Records.

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

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

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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

Offeror’s Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized  
Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

### 2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**  
Respondent certifies that this firm is an MWBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**  
Respondent certifies that this firm is a SBE or DBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- c. **Historically Underutilized Businesses (HUB)**  
Respondent certifies that this firm is a HUB  Yes  No  
List certifying agency: \_\_\_\_\_
  
- d. **Historically Underutilized Business Zone Enterprise (HUBZone)**  
Respondent certifies that this firm is a HUBZone  Yes  No  
List certifying agency: \_\_\_\_\_
  
- e. **Other**  
Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No  
List certifying agency: \_\_\_\_\_

- 3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation?  Yes  No

## Appendix D



### **REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT**

#### **TO BE ADMINISTERED BY**

#### **OMNIA PARTNERS, PUBLIC SECTOR**

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

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,  
EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**EXHIBIT A**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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**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, Public Sector.

**1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), is requesting proposals for Elevator Industry Equipment, Repair, Related Products and 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, Public Sector's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, 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, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector's cooperative purchasing program. Registration with OMNIA Partners, Public Sector 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, Public Sector, 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, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, 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, Public Sector's requirements to market the resulting Master Agreement

Requirements for National Cooperative Contract

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, Public Sector.

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

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master

Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

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

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's 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, Public Sector 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, Public Sector 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, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

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

### 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
  - a. Minority Women Business Enterprise  
 Yes     No  
If yes, list certifying agency: \_\_\_\_\_
  - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

(DBE)

Yes       No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes       No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes       No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes       No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

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

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector.
  - 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, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Requirements for National Cooperative Contract

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, Public Sector team to implement, grow and service the national program.

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

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

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

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- 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, Public Sector 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, Public Sector).
- 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**

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**ADMINISTRATION AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

**DEFINITIONS**

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

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

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

## **TERM OF AGREEMENT; TERMINATION**

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

## **NATIONAL PROMOTION**

9. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

11. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of \_\_ percent (\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as

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, Public Sector by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector 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, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 14, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

## **GENERAL PROVISIONS**

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

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

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

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

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

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

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Signature

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Name

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Title

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Date

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Signature  
Sarah Vavra

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Name  
Sr. Vice President, Public Sector  
Contracting

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Title

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Date

**EXHIBIT C**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY



OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

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

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title and Agency Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E**  
**CONTRACT SALES REPORTING TEMPLATE**

**OMNIA PARTNERS, PUBLIC SECTOR EXHIBITS**  
**EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE**

(to be submitted electronically in Microsoft Excel format)

**OMNIA Partners, Public Sector Contract Sales Monthly Report**

<b>Supplier Name:</b>									
<b>Contract Sales Report Month:</b>									
<b>Contract ID:</b>									
<b>Supplier Reporting Contact:</b>									
<b>Title:</b>									
<b>Phone:</b>									
<b>Email:</b>									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
<b>Report Totals</b>									
<b>Cumulative Contract Sales</b>									

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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

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**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.**

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**APPENDIX II TO 2 CFR PART 200**

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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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 \_\_\_\_\_

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_



## **FEMA SPECIAL CONDITIONS**

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

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

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

### **Conflicts of Interest**

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

### **Contractor Integrity**

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

### **Public Policy**

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

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

### **Affirmative Steps**

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

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be 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**

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## 12. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

### “Compliance with the Copeland “Anti-Kickback” Act.

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

### 13. Contract Work Hours and Safety Standards Act.

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

#### “Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

14. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as

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

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (4) 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.
- (5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) 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.”

16. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.



- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

17.Byrd Anti-Lobbying Amendment.

- c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

f. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

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

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

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

18. Procurement of Recovered Materials.

- g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- i. 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.
- j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

19. Additional FEMA Requirements.

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

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

m. Access to Records.

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

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

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

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(5) 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.

(6) 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.”

20.DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

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

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

22.No Obligation by Federal Government.

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

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

- u. 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.
- v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

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

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

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

Offeror’s Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

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

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

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

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

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

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

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

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

**OR:**

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

**OR:**

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

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

Name	Address	Interest

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

**Date**

**Authorized Signature and Title**

**NON-COLLUSION AFFIDAVIT**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of  
the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_

Title

Company Name

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL



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

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

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

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***Date*** ***Authorized Signature and Title***

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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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](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

<p><b>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.</b></p>
--

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

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

\_\_\_\_\_  
Signature                                  Printed Name                                  Title

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**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship

Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)



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

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

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

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

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

**EXHIBIT H**  
**ADVERTISING COMPLIANCE REQUIREMENT**

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](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 BOROUGHES**

**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR

CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT

CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT

HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT

PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT

WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF  
TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR

MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOEELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

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

AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE  
EXTENSION DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO.  
29, OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT  
DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD  
DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT  
COMPANY, OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT,  
OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT,  
OR  
BANDON CRANBERRY WATER CONTROL  
DISTRICT, OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION  
DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT,  
OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY,  
INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
DISTRICT, OR  
BEND METRO PARK AND RECREATION  
DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT  
DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION  
DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF  
POLICE SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT,  
OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE  
DISTRICT, OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION  
DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY  
DISTRICT, OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR  
CONTROL DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD  
DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT,  
OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD  
DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY  
CORP, LA  
CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR

COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR



DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT,  
OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT,  
OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY,  
OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING  
PRESERVATION DISTRICT, OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE  
DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL  
DISTRICT, OR  
EAST UMATILLA COUNTY AMBULANCE AREA  
HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION  
DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD  
DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE  
DISTRICT, OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD  
DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR

FERN VALLEY ESTATES IMPROVEMENT  
DISTRICT, OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT,  
OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT,  
OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT,  
OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT,  
OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION  
DISTRICT, OR  
GREATER TOLEDO POOL RECREATION  
DISTRICT, OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT,  
OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT,  
OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY,  
OR

HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4,  
OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE  
DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION  
DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES  
IMPROVEMENT DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT,  
OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION  
DISTRICT, OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION  
DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT  
COMPANY, OR  
I N (KAY) YOUNG DITCH DISTRICT  
IMPROVEMENT COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION  
DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE  
DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE  
DISTRICT, OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT,  
OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL  
DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON COUNTY EMERGENCY MEDICAL  
SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT,  
OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS &  
RECREATION DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT,  
OR  
JOSEPHINE COUNTY 4-H & EXTENSION  
SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT,  
OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT,  
OR  
JUNIPER FLAT DISTRICT IMPROVEMENT  
COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT  
DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT,  
OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE  
DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE  
DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE  
DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL  
CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL  
ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP,  
OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD  
DISTRICT, OR

KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE  
DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR  
LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR  
LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR  
LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE  
AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD  
DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL  
DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT  
DISTRICT, OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT,  
OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR

LOWER MCKAY CREEK WATER CONTROL  
DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT,  
OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION  
DISTRICT, OR  
LOWER VALLEY WATER IMPROVEMENT  
DISTRICT, OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT  
CO., OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL  
DISTRICT, OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY,  
OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE  
DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION  
DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE  
DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD  
DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY  
CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT,  
OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR  
MT. LAKI CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR

NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D, OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR

OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT,  
OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY  
AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT,  
OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT  
IMPROVEMENT COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD  
DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE  
DISTRICT #5, OR  
PILOT ROCK PARK & RECREATION DISTRICT,  
OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT  
COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH  
FALLS, OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL  
ROAD DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY,  
OR  
PISTOL RIVER CEMETERY MAINTENANCE  
DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION  
DISTRICT, OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT,  
OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT  
DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD  
DISTRICT, OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR

PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE  
DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT,  
OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT,  
OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD  
DISTRICT #1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT,  
OR  
QUEENER IRRIGATION IMPROVEMENT  
DISTRICT, OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY,  
OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION  
DISTRICT, OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGWOOD DISTRICT IMPROVEMENT  
COMPANY, OR  
RIDGWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD  
DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD  
DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT,  
OR  
RIVER PINES ESTATES SPECIAL ROAD  
DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT,  
OR

RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER  
IMPROVEMENT DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL  
DISTRICT, OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT,  
OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT,  
OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD  
DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT  
DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL  
AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT,  
OR  
SANDY DRAINAGE IMPROVEMENT COMPANY,  
OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT  
#30J, OR  
SCAPPOOSE DRAINAGE IMPROVEMENT  
COMPANY, OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW  
ORLEANS, LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER  
DISTRICT, OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT  
COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
SOUTH CLACKAMAS TRANSPORTATION  
DISTRICT, OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY  
DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT,  
OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL  
DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION  
DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE  
DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER  
DISTRICT, OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT  
COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERSVILLE CEMETERY MAINTENANCE DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE

TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT  
DISTRICT, OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL  
DISTRICT, OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL  
DISTRICT, OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT,  
OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION,  
OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT,  
OR  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT  
COMPANY, OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT,  
OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT  
DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER  
DISTRICT, OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL  
DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT



MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING &  
SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING &  
SCIENCE (NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE  
EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING  
ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE  
PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE

COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH  
SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY  
COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU  
COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH