# **Region 4 Education Service Center (ESC)**

**Contract # R210611** 

for

Interpretation and Translation Services and Related Solutions with

Webbco Enterprises, L.L.C. dba Visual Communication Services

Effective: January 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Webbco Enterprises, L.L.C dba Visual Communication Services effective January 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

#### **APPENDIX A**

#### **CONTRACT**

This Contract ("Contract") is made as of \_\_\_\_\_\_\_, 202X by and between <u>Webbco</u>
<u>Enterprises</u>, L.L.C dba Visual Communication Services ("Contractor") and Region 4
Education Service Center ("Region 4 ESC") for the purchase of Interpretation and
Translation Services and Related Solutions ("the products and services").

#### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R210611 for Interpretation and Translation Services and Related Solutions ("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) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

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

## 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time:
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

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

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

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

# OFFER AND CONTRACT SIGNATURE FORM

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

Webbco I Company Name	Enterprises, L.L.C. dba Visual Communication	Services
Address	3934 F.M. 1960 Rd., West #350	_
City/State/Zip	Houston, Texas 77068	_
Telephone No.	toll free: 877-404-7713 local: 281-914-4892	_
Email Address	ermawebb@vcsoncall.com	-
Printed Name	Erma Webb	-
Title	Managing Member	_
Authorized signature	(12 Jehr	_
Accepted by Region 4 ESC	:	
Contract No. R210611	_	
Initial Contract Term 01/01	./2022 to <u>12/31/2024</u>	
Margaret	L. Basel 10/26/2021	
Region 4 ESC Authorized Bo	ard Member Date	
Margaret S. Bass Print Name		
Linda it. Is	10/26/2021	
Region 4 ESC Authorized Bo	ard Member Date	
Linda F. Tinnerman	<u>*</u>	
Print Name	N.	

#### 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 th	e terms and	conditions of	t the RFP and	d 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)
Onsite	request for	Industry standard is that	Acceptable by
interpreta-	onsite	the total originally	Region 4
tion	interpretation	requested amount is invoiced	_
Services	that is	if not cancelled greater	
paragraph	cancelled with	than 24 or 48 hours;	
3 of pg.	less than	therefore, we are willing to	
17	twenty-four (24)	accept cancellation greater	
	hours' notice,	than 24 hours and not	
	Region 4 or	invoice./Proposed	
	Participating	modification:cancelled	
	Public Agency	with less than twenty-four	
	shall be	(24) hours' notice, Region 4	
	required to pay	or Participating Public	
	the Contractor	Agency shall be required to	
	two (2) hour	pay the Contractor the	

minimum billable originally requested as time.

## APPENDIX A

# DRAFT CONTRACT

This Contract ("Contract") is made as of January 1,202X by and between dba Visual Communication Services ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Interpretation and Translation Services and Related

Solutions ("the products and services").

#### **RECITALS**

Interpretation and Translation Services and Related Solutions WHEREAS, Region 4 ESC issued Request for Proposals Number R $_{21-06}$ for  $_{\sim}$  ("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) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
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- 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.
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- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

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

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

## OFFER AND CONTRACT SIGNATURE FORM

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

Webbco 1 Company Name	Enterprises, L.L.C. dba Visual Communication S	Services			
Address	3934 F.M. 1960 Rd., West #350				
City/State/Zip	City/State/Zip Houston, Texas 77068				
Telęphone No.	toll free: 877-404-7713 local: 281-914-4892				
Email Address	ermawebb@vcsoncall.com				
Printed Name	Erma Webb				
Title	Managing Member				
Authorized signature	Authorized signature				
Accepted by Region 4 ESC	<b>:</b>				
Contract No	_				
Initial Contract Term	to				
Region 4 ESC Authorized Bo	ard Member Date				
Print Name	<del></del>				
•					
Region 4 ESC Authorized Bo	ard Member Date				
Print Name	<del></del>				

#### 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 th	e terms and	conditions of	t the RFP and	d 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)
Onsite interpreta-	request for	Industry standard is that the total originally	
tion	onsite interpretation	requested amount is invoiced	
Services	that is	if not cancelled greater	
paragraph 3 of pg.	cancelled with	than 24 or 48 hours; therefore, we are willing to	
17	twenty-four (24)	accept cancellation greater	
	hours' notice,	than 24 hours and not invoice./Proposed	
	Region 4 or <del>Participating</del>	modification:cancelled	
	Public Agency	with less than twenty-four	
	shall be	(24) hours' notice, Region 4	
	required to pay the Contractor	Agency shall be required to	
	two (2) hour	pay the Contractor the	

minimum billable originally requested as time.

# **Visual Communication Services**

an innovative interpreting agency

**Products: Services** 

Visual Communication Services (VCS) is an educationally focused interpreting service provider founded because of the need of quality services within the educational vertical which is the foundation of every individual's life and will ultimately impact their quality of life. Our mission is to impact communication with exceptional service that enhances lives not only for our clients and their employees but also, students, parents, or consumers of our services.

VCS has a 100% satisfaction guarantee policy that we strive to ensure that our clients and consumers receive the highest quality of service to meet their language and communication needs. We go the extra distance to provide such exceptional service that when we leave any communication exchange that lives have been enhanced for us having provided services.

As a company we value accountability, approachability, continual communication and collaboration, ethical decision making, honesty, integrity, and security. These core values guide every facet of Visual Communication Services' processes ranging from coordination to services to invoicing to processing payments. We strive to consider every stakeholder in every decision we make on every level of process. We believe that these core values set us apart from our competitors as we will do the right thing to ensure that language and communication goals are met on every level of interaction. We value impacting lives by providing exceptional service. Our team approach and supportive environment creates a collaborative atmosphere whereupon team work thrives.

Visual Communication Services philosophy regarding interpreter/translator/captionist (provider) placement in assignments is as follows:

- Highly certified and qualified providers for every vertical
- Provide knowledgeable providers for technically oriented subject matter
- Assign providers based on assignment content and expertise in content
- On-site/Remote coordination to ensure the highest quality of service

The services that you can expect to receive are as follows:

- High standards of service that are consumer-focused maintaining the speaker objective
- Highly qualified, certified providers knowledgeable of the vertical, training, or meeting content
- Consumer focused appropriately matching the participants' mode of communication and language
- Vocabulary emphasis utilizing interpreting techniques
- Maximum access to incidental information in order to achieve full participation

Visual Communication Services seeks to ensure all individuals have access to all settings and genres in order that they may fully participate in every communication exchange. Education access is the foundation upon which VCS was established. VCS has provided services in the Greater Gulf Coast and Central regions of Texas, as well as, California, Colorado, Florida, Illinois, Louisiana, Missouri and North Carolina over the past 16 years. Visual Communication Services strives to see that all stakeholders' needs within every language and communication exchange are met to the fullest extent possible.

We are extremely selective as to who represents our name and provides services on our behalf. Providers go through IdentoGO via a thorough fingerprinting and nationwide background check. Our providers are covered by professional liability insurance. The proof of background check and professional liability coverage is maintained in a file at our Headquarter office in Houston, Texas.

#### We offer the following communication access service categories:

Telephone and On-site Speech Interpretation
Speech-to-Text and Communication Access Real-Time Translation (C.A.R.T.)
Video Remote (Online): Interpretation and CART
Sign Language Interpretation
Written Translation/Digital Interpretation
Transcription Services (recorded (written) speech to print (digital or written) form)
Open/Closed Captioning for prerecorded material

**Product: Services Specifications** 

## **General Requirements:**

All of our providers are United State Citizens or legal residents of the United States.

For those providers that utilize equipment and software in order to complete their task they are competent in using Microsoft Word, Excel, PageMaker, and industry/service specific software.

Specialized telephone equipment is not necessary in order to access our telephonic services; however, we can recommend the Cisco IP Phone 8841-VoIP (voice over IP), MFG. Part: 8841-3Pcc-k9= CDW Part: 5329935 UNSPSC: 43191511 currently advertised for \$224.99 which is a \$291.81 savings to clients should they wish to purchase equipment. We have included the PDF with this information for your convenience. Again, this equipment is not a requirement in order for clients to access our system as the system can be accessed with traditional desk or cell phones.

The following languages are offered as specified in RFP 21-06: Arabic, Armenian, Cambodian (Khmer), Chinese (Cantonese and Mandarin), French, German, Haitian Creole, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish, Tagalog, Thai, Vietnamese

#### **Interpreter and Translator Requirements:**

Our Interpreters and Translators possess credentials from their respective certifying body whether it is either Texas BEI, RID, or Boys Town for Educational Interpreting Performance Assessment (EIPA). Our Translators are credentialed through American Translator Association (ATA) for written translation services. As there isn't a formal certification for spoken language interpreters, we utilize the Berlitz evaluating system as a qualifying tool to ensure the level of competency of the Translator that is demonstrated meets the vocabulary demand for various assignments. Within the certifying bodies for Interpreters there are not only performance requirements but also the assessments contain written components which measure industry standard knowledge and/or English competence.

Many of our providers not only possess high interpreting or translating credentials but also have teaching certificates as well as experience in the educational setting. Not only do many of our interpreters hold certifications but they also hold BA, MA and PhD in their respective fields and content areas. Since our providers live within the United States they have successfully assimilated into the U.S. domestic culture while maintaining their respective native culture making them assets when working with clients as they are able to bridge cultural gaps effectively while providing feedback along the way. We understand the importance of utilizing the same translator throughout the same project in order to maintain consistency of the work product. Our providers are aware of affidavits and statements of truth regarding the validity of translation.

VCS supports their attendance and participation in Texas Association of Healthcare Interpreters and Translators (TAHIT), as well as, ongoing training regarding client interaction protocols and specifics within each assignment. We also provide them with a copy of the Parent's Guide to the Admission, Review and Dismissal Process and any additional resource available to assist them in preparing for their assignments.

We send quality assurance surveys regarding our provider's services. As well as when we interact with the client they will often provide us with feedback regarding the services they received and what the consumers have shared with them. Another informal check and balance approach is that everyone's goal is accomplished before concluding the communication exchange. If everyone's goal is met to their satisfaction then we have successfully done our job. We believe that we are unique in that we strive to meet our client's language and communication needs regardless of the uniqueness of the request. We collaborate with the client to ensure that the best services are provided in any given situation. We make recommendations based upon the client needs and at times services have been different than what was originally requested as there has been a better solution to successfully deliver communication access than the original request. We assist clients with making these determinations; so that, all stakeholders' needs are met.

As Visual Communication Services values confidentiality on all levels we are HIPAA compliant. All computer user activity is monitored via firewall logs, security tools, and active directory and server logs. All workstations have antivirus and antimalware installed and are up to date and are monitored via active directory and server tools. The firewall and security appliance monitors and logs all inbound and outbound internet traffic

contains subscription based antivirus with virus definitions updated live without user intervention required, subscription based anti-malware and anti-ransomware with definitions updated live without user intervention required, as well as, subscription based web filtering and anti-phishing are also maintained. There are not any 3<sup>rd</sup> party vendors involved. Company policy is non transmittal of ePHI and / or PII unless approved by IT security first. If an exception is needed and prior approval granted, ePHI or PII information that must be transmitted is de-identified via in-house security expert determination in accordance with § 164.514 )b)(1) or via safe harbor § 164.514 )b)(2) under the assistance of IT security personnel. All staff attends training every 2 years for federal HIPAA Privacy, Security, Omnibus, and HB300 per Texas state law.

Visual Communication Services has access to over 7,000 providers inclusive of interpreters, translators, CART, and speech-to-text providers, as well as, access to additional providers through our various membership organizations such as but not limited to ATA, RID, TAJIT, TAHIT, and TSID.

#### **Telephone Services:**

Visual Communication Services has the following toll free number 877-404-7713 to access our services including conference calling capabilities. Optional telephone equipment information has been provided under the General Requirements portion on a previous page, as well as, located within Tab 2 Products and Pricing response via inserted with in the PDF. Over the phone services are invoiced in 60 sec/ 1 minute increments and partial minutes are round to the next minute and time begins once the client and the translator are connected. For rare languages, it is recommended that these calls be scheduled in advance with as much notice as possible to ensure translator availability.

Visual Communication Services has call centers located in Houston, Texas and throughout the United States in secure private locations. In addition, we also have a long standing collaboration with a company in Raleigh, North Carolina that provides support for our over-the-phone services. The interpreters are both employed and contracted within the United States.

We provide over-the-phone services for the following languages: Arabic, Armenian, Cambodian (Khmer), Chinese (Cantonese and Mandarin), French, German, Haitian Creole, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish, Tagalog, Thai, Vietnamese, as well as, Afghani (Dari), \*Afrikaans, Akan, Albanian (Gheg & Tosk), \*Algerian, Amharic, \*Amoy, \*Asante, Assyrian, Azerbaidjani (Azeri), \*Badini, \*Bahasa, \*Bamanankan (Bambara), \*Bambara (Bamanankan), Bangla, \*Basque, Baungshe (Hakha Chin, Lai, Lai Chin, Pawni), Belarusian, Bengali, \*Berber, Bosnian, Bravanese, Bulgarian, Burmese, Canadian French, \*Cape Verdian Creole (Portuguese Creole), \*Castilian (Spain-Romance), Catalan, Cebuano, Chaldean, Chin, \*Chuukese, Croatian, Czech, \*Danish, Dari, Diejiu, Dinka, Djoula (Jula, Dyula), Dutch, Dyula, Estonian, Ewe, Falam, Fante, Farsi (Persian), Fijian, Filipino, Finnish, Flemish, Fukienese, Fulani, Fuzhou, \*Ga, \*Garre, Georgian, Greek, Guarani, Gujarati, Hakka-Chin (Baungshe, Lai, Lai-Chin, Pawni) Hakha-Chinese, Hassaniva, Hausa, Hebrew, Hindi, Hindko, Hmong, Hunan, Hungarian, Ibo (Igbo), Igbo (Ibo), Ilocano, Ilonggo (Ilongot), Ilongot (Ilonggo), Indonesian, Jarai, Javanese, Jula (Dyula, djoula) \*Kachin, Kanjobal, \*Kannada, Kagchikel, Karen, Karenni, \*Kazakh, Keija (Hakha-Chinese), Khmer (Cambodian), Kikongo, Kikuyu, Kinyarwanda, Kirgiz (Kyrgyz), Kirundi, Kiswahili, Krio

(Sierra Leone), Kurdish, Kurdish Badini, Kurdish Kurmanji, Kurdish Sorani, Kyrgyz (Kirgiz), Lai (Baungshe, Hakha-Chin, Lai-Chin, Pawni), Lao, Laotian, \*Latvian, Leta, Lingala, Lithuanian, \*Luganda, Luhya, \*Luo, Macedonian, Mai Mai, Malay, Malayalam, \*Mandingo, \*Mandinka, \*Marathi, \*Marshalese, \*Mien, \*Mina, \*Malinke, Mam, Minangkabau, \*Mirpuri, \*Mixteco Alto, \*Mixteco Bajo, Moldovian, Mongolian, Montenegro, Navajo, Nepali, \*Norwegian, \*Nuer, \*Oriya, Oromo, Ouloff (Wolof), Pashto (Afghani), Patois, Pawni (Hakha-Chin), Persian (Farsi), Pidgin, \*Portuguese Creole (Cape Verdian Creole) Potohari, \*Pulaar, Punjabi, Putani, \*Quechua, \*Quiche, Romanian, \*Samoan, \*Sarikoli, Serbian, Serbo-Croatian, Shanghainese, Shona, Sicilian, \*Sinhala (Sinhalese), \*Sinhalese (Sinhala), Slovak, Slovenian, Somali, Soninke, Soso, Sudanese, Swahili, \*Swedish, Sylheti, Syriac, Taiwanese, Tajik, Tamil (Sir Lankan & Indian), Tedim, Telugu, Teochew (Teochiu), Tetum, Thado-Kuki, Tibetan, \*Tigre (Tigrinya), Tigrinya (Tigre), \*Tohono O'odham, \*Toisan (Chinese, Taishan), Tongan, Turkish, Twi, Ukranian, Urdu, \*Uyghur, \*Uzbek, \*Visayan, Walloon, \*Wenzhou (Chinese), Wolof/Ouoloff, Yiddish, Yoruba, \*Yupik.

Languages with an \* are available only on a limited basis, if possible, these languages should be scheduled in advance. Our interpreters are acquired through a referral process.

When a client is requesting over-the-phone (OTP) services they call and state the language they are requesting. VCS connects the client to the interpreter of the requested language. Upon completion of services all parties simply hang up. We have not experienced any downtime in the past 6-12 months. The call center is designed to operate with an IVR environment for our over the phone interpretation services (OPI). This system allows for an average Spanish connect time of 15 seconds and all other languages a connect time of 38 seconds. It has proven to be highly reliable as clients have never experienced a disruption in access services, there is redundancy and is completely secure in a restricted access data center and is capable of withstanding a direct hit by an F5 tornado without disruption in services. Due to the high capacity with supporting technology can be easily expanded since the telephone database is currently below 10% and there has not been one customer complaint on call quality or clarity to date.

Within 2 ½ months of Visual Communication Services opening in 2005 we provided interpreting services for both Hurricane Katrina and Rita that occurred in the Gulf coast and Louisiana regions of the United States. We provided services from August 2005 through January of 2006. We not only interpreted public announcements but were also onsite at both the Astrodome and the George R. Brown Convention Center providing access to assist evacuees with various agency meetings in order to get their lives back on track after the disaster occurred. During this time we participated in daily logistical meetings with those in charge of these facilities. We coordinated services ensuring access for Deaf and Hard of Hearing evacuees. Although these services were on-site at the time, we can definitely provide over the phone and/or remote interpreting for emergency situations such as a natural disaster during regular and after hours. Visual Communication Services is willing to participate in briefing activities related to the emergency operations when/if it becomes activated.

#### **Onsite Services:**

Our on-site interpreting, translating, speech-to-text services are confirmed within 24 hours of receiving 48 hour notice or more of request including service, date, time and location of services. Visual Communication Services will work in conjunction with the requestor to determine the total number of interpreters needed per request. The interpreters and translators are competent in both consecutive and simultaneous interpretation; however, it is important to provide as much information as possible when requesting services; so that, the interpreters and translators are able to prepare prior to the assignment. The interpreters will work in conjunction with the speaker in order to provide the most advantageous approach to the services at hand in order to successfully meet the goal of the speaker while maintaining the accuracy of the message in the target language.

Interpreters are assigned according to the most advantageous to the client while doing our best to honor all specific interpreter requests when at all possible even if it means changing previously assigned schedules to accommodate the request. Requests received with less than 48 hour notice will be filled if at all possible. We will even offer potential solutions to the client to ensure coverage is obtained. Locations that require additional security measures or specifications will be honored.

On-site services have a 2 hour minimum which encompasses 1 hour of service and 1 hour of administrative fee which covers the auditable requirement of 30 miles to and from specified location or 60 miles round trip. Mileage beyond the covered 60 mile round trip will be invoiced at the applicable state rate per mile. Services will be invoiced according to the applicable rate as received whether greater or less than the specified 48 hour notice. Partial hours of service will be invoiced according to RFP 21-06 in 10 minute increments. Services cancelled 24 hours or less will be invoiced as originally requested as this is industry standard; however, cancellations received 25 hours or more from the start of the request will not be invoiced.

Scheduling interpreters according to qualifications, expertise and most advantageous cost effectiveness is always Visual Communication Services' goal. Although RFP 21-06 has requested a list of interpreters that are outside of the 60 miles round trip area, a list of locations were not included within RFP21-06; therefore, we have included such a list utilizing past locations where services have been provided as a point of reference. Please note that due to locations not being listed and since it is impossible for us to know all places where services can be requested that this is not an all-encompassing list but rather a good faith effort to do as requested. In an effort to maintain interpreter privacy we have assigned ID numbers to each interpreter instead of listing their names as an additional privacy safety measure since origination addresses are being listed. A list of potential interpreter's origination locations outside of the 60 miles round trip condition has been provided per RFP21-06 instructions in a sealed envelope and labeled "Proprietary".

As it is our goal to fulfill each and every request at 100%, we encourage clients to submit specific interpreter or language requests as soon as they are aware of the need in order to ensure assignment coverage and allow the maximum mitigation time should the requested interpreter already be booked for schedules to be adjusted if possible.

For subject dense meetings and trainings we schedule credentialed providers that meet the following criteria of Texas BEI Level III, Advanced or above or nationally certified by RID at a CI/CT/CSC, NIC Advanced or above. Industry standard is that for services beyond 1 hour and 30 minutes that 2 providers would be sent unless it is predetermined and agreed to by all parties involved that 1 provider is sufficient.

In addition, all of our interpreters have been trained in providing services in the educational setting and understand the education process and curriculum structure. Our interpreters attend regular professional development training opportunities hosted by their respective professional organizations in order to stay abreast of industry changes while continually seeking to sharpen their skills.

Visual Communication Services will perform at the requested level of the client i.e. share information regarding services or language and communication needs; however, they will not initiate providing feedback unless asked to do so by the client as they respect that the client might know their needs without the additional input from the service provider. If requested to do so, Visual Communication Services will rise to the request of the client to identify on-site needs. Our sales department can also assist in providing information regarding on-site needs as there are situations that are best met with on-site services instead of over-the-phone or remote.

We provide services for the following languages onsite: American Sign Language(ASL). Tri-lingual (English-ASL-Spanish), as well as, manually coded sign systems such as SEE, PSE, MCE, Afghani, Akan, Albanian (Gheg & Tosk), Amharic, Amoy, Arabic (All Dialects), Armenian, Asante, Assyrian, Azerbaidjani, (Azeri), Badini, Bahasa, Bamanankan, Bambara, Barawe, Belize Creole English, Bengali, Berber, Bosnian, Bravanese, Bulgarian, Burmese, Byelorussian, Cambodian (Khmer), Cantonese, Castilian, Catalan, Cebuano, Chaldean, Chuj, Chuukese, Croatian, Cutchi, Czech, Danish, Dari, Darija, Diejiu, Dinka, Dioula, Djerma, Dutch, Estonian, Ewe, Fante, Farsi, Fijian, Filipino, Finnish, Flemish, Fon, French, Fukienese, Fulani, Fuzhou, Ga, Gaelic, Georgian, German, Gilaki, Gourmancema, Greek, Gujarati, Gypsy (Romany), Haitian Creole, Hakka, Hausa, Hebrew, Hindi, Hindko, Hmong, Hokkien, Hunan, Hungarian, Ibo, Igbo, Ilocano, Ilongo, Indonesian, Italian, Japanese, Javanese, Kalenjin, Kannada, Karen, Kazakh, Khmer (Cambodian), Kicongo, Kinyarwanda, Kirgiz, Kirundi, Kiswahili, Konkani, K'onjabol, Korean, Kosraen, Krio (Sierra Leone), Kurdish, Lakota, Laotian, Latvian, Leta, Lingala, Lithuanian, Luganda, Luhya, Luo, Macedonian, Mai Mai, Malay, Malayalam, Malinke, Maltese, Mandarin, Mandingo, Mandinka, Marathi, Marshalese, Masbatenyo, Mien, Minangkabau, Mingrelian, Mixteco Alto, Mixteco Baio, Mongolian, Montenegro, Moore, Nantong, Navajo, Nedbele, Nepali, Ning Po, Norwegian, Nuer, Nzima, Oriya, Oromo, Orominga, Pahari, Papago, Papiamento, Pashto, Patois, Persian (Farsi), Pidgin, Pokomchi, Polish, Ponapean/Pohnpeian, Portuguese, Portuguese Creole (Cape Verdian Creole) Potohari, Pulaar, Punjabi, Putien, Quechua, Quiche, Romanian, Romany (Gypsy), Russian, Serbian, Setswana, Shanghainese, Sidama, Sinhalese, Slovak, Slovenian, Somali, Soninke, Soso, Sudanese, Spanish, Swahili, Swati, Swedish, Syriac, Szechuan, Tachew, Tagalog, Taishan, Taiwanese, Tamashek, Tamazight, Tamil (Sir Lankan & Indian), Tatar, Telugu, Temne, Thai, Tibetan, Tigrinya, Tohono O'odham, Toishan (Chinese), Tongan, Trukese, Tshiluba, Turkish, Twi, Ukranian, Urdu, Uyghur, Uzbek, Vietnamese, Visayan, Wenzhou (Chinese), Wolof/Ouoloff, Yiddish, Yoruba, Zarma-Songhai, Zulu. Additional languages are available upon request.

We have provided on-site services in all of the following verticals: Criminal Justice: Court, Correctional, Legal, Education: pre-school, K-12, higher education, Financial, Governmental: Federal, State, City and Local, Healthcare: Hospital, Rehabilitation, Doctor Offices, Manufacturing: Sheet Metal, Mechanical: Automotive Repair, Retail: Beverage and Grocery.

Upon completion of the service, VCS sends quality assurance surveys to the clients to receive feedback regarding services. We also ask clients when they call to request services if they have been satisfied with our services and if there is anything we can do to improve our service to them. Unfortunately, we do not always receive our surveys back; however, I do believe that no news is good news and that everyone these days is extremely busy and not able to take the time to say you are doing a great job! Another check and balance is that prior to leaving that the interpreters check with all stakeholders to ensure that services have been rendered at a satisfactory level.

Our providers are unique in that they take the time to ensure that exceptional service was provided and that if there is anything else that they can do prior to leaving; it will be done. Visual Communication Services strives to see that all stakeholders' needs within every language and communication exchange are met to the fullest extent possible.

All of Visual Communication Services Interpreters and Providers are hired through an invitation or referral process only. We are extremely selective as to who represents our name and provides services on our behalf.

VCS interpreters experience a 3 tier hiring process prior to being offered employment. Once the individual passes the prescreening and initial background process they are then referred to IdentoGO for a thorough fingerprinting and nationwide background check. The individual meets with our HR Manager and Erma Webb for a final interview to wrap up the hiring process.

We not only hire certified interpreters and providers but because we are sending them into the education setting we look for individuals who have degrees in the educational field. All of our interpreters and providers hold certifications and/or degrees within their respective service fields.

Our providers are covered by professional liability insurance. The proof of background check and professional liability coverage is maintained in a file at our office.

#### **Written Services:**

We provide written translation services from English into specified target language and from specified source language into English. Throughout the entire translation process of the document one translator is used in order to ensure consistency of the translation. We also offer review, editing and proofreading services of previously translated documents.

For document translation services we have a long standing collaboration agreement with another agency to which we outsource these services. As such Visual Communication Services is able to provide these requested services at a cost savings to our clients when requested. These translators undergo selection and training processes and are located within the United States. When documentation is requested

by a client we request that they email us the editable document in an original document form; so that, the translators are able to provide the translated document formatted according to the original. When quotes are provided the timeframe is also provided as well. We have had clients request that the document not be formatted as the original and we have complied with the request even though this does not meet our standard we have provided what the client has requested. We have translated the following documents: informational, consent forms, and child custody papers in the following vertical sectors: education K-12, healthcare, and criminal justice. Utilizing a ISO 9001:2015 certified Quality Management System(QMS), the documented Talent Management and Quality Assurance Policies ensure the highest quality translation services. Not only are the document translators vetted through higher education centers but translators that are hired hold any number of the following certification: American Translators Association, Japan Association of Translators, The Translators and Interpreters Guild certification, Translators Association of China, American University, Boston University, Florida International University, Georgia State University or New York University. Documents go through an Independent Quality Department for a 3rd party analysis of the translation's team to either meet or exceed the quality metrics. If an error were to exist it would be corrected at no additional charge as the service has been provided and paid. We would expedite the correction as to avoid any unnecessary delays to the client as much as possible. Rie Finney is the account manager for document translation services. We would be able to provide Region 4 a work sample upon request.

Translations will maintain the accuracy and spirit and style of the original text including nuances, subject-matter detail with fluency. Clients can expect accurate content, spelling, grammar, language structure maintaining an appropriate manner of the target audience taking into consideration the reading level, culturally appropriateness terminology and content with clarity of message that reflects the regional dialect and idiomatic differences.

All documents go through a quality assurance process that consists of multistep reviews and includes both a proofreader and a peer review before being presented to clients for approval. Visual Communication Services will strive to ensure that the client is satisfied with the work product prior to invoicing for services.

We are set up to receive documents in their source language either by email, facsimile, electronic, U.S. postal service or courier delivery. We require an editable version of the original document in order to perform the translation work. If an editable document isn't available then there will be an additional fee for creating an editable document. Final products will be returned via email unless otherwise specified at the time of request. For projects that are larger than email limitations we use Mediafire and provide the downloading link via email. Certainly, we can accommodate CD/DVD/flash drive or printed document delivery upon request of with the cost passed through to the client.

Visual Communication Services will comply with the completion timeframe within RFP 21-06 that states 20 or fewer pages will be completed within 5 business days of receipt of the editable source document. Documents of more than 20 pages to be translated will be completed within 1 week and 1 additional day for every 10 pages from the date of receipt of editable source document. Translations will be invoiced according to RFP 21-06 via the word count feature of MS Word of the original document. Requests greater than 150 words will be invoiced based on the applicable word count rate while requests less than

150 words will be invoiced at a flat rate. For requests that are formatting only there will be a set rate per page of formatting.

Expedited translation services are also available upon request and will be returned completed to the client in 1 day for every 10 pages of source language received in editable version. For every additional 10 pages an additional 1 day will be added to the expected return date for the completed document. We understand that during an emergency event that we are expected to provide a completed Spanish translation for up to 10 press releases each, no longer than 1 page in length, per month document(s) back to the client within 3 hours of receipt. We further understand that for 10 press releases, each up to 1 page in length, per month in other core and non-core languages the expected return to the client is 5 hours from receipt of editable document.

Using audio files provided by the client we are able to transcribe the audio into printed form. This can then be added to video as open or closed captioning as well as provide a transcript of what has been recorded.

Speech-to-text and CART providers possess certifications from one of the follow: TCRA or NCRA for CART, or Typewell for other speech-to-text services. These providers also attend regular training in order to stay abreast of industry changes, as well as, maintain their credentials and continue to sharpen their skills.

#### **Video Remote Services:**

Visual Communication Services understands that video remote interpreting shall be available Monday through Friday from 8:00AM-5:00PM within 45 minutes of receipt of specified language request. Remote services are available for scheduling during extended and weekend hours.

Our Video Remote Services are compatible with desktop and laptop computers using built in or add on webcams. Our video remote services are cost effective and a reasonable solution to your interpreting needs.

Requests are invoiced per minute with a minimum of 60 minutes for each request at the applicable minute rate according to when the request was received and the time of day of the service.

We provide sight translation services in digital format for websites. Clients are able to send their scripts for these services. Our interpreters will sight translate using the client scripts and then we also are able to provide open captioning for the translated videos ensuring accessibility for all viewers. These services are invoiced at the applicable hourly rate and includes filming, audio syncing, editing and ensures post readiness.

CART services can also be provided remotely through streaming software where upon the consumer opens up a specified browser and enters a code to view the streaming text. CART services are invoiced at the applicable hourly rate according to receipt of request and are rounded to the nearest 10<sup>th</sup> of the hour, as well as, a 5/10 or ½ hour of service is invoiced per speech-to-text services as a set-up fee.

#### **Requesting Services:**

Requesting service is as simple as sending an email or placing a call to the VCS office. The following information will be needed to begin securing services: type of service, date, time (start/end), location including any building names/room numbers if applicable, the point of contact with a phone number, the consumer's name and language preference, the type of appointment that the language services are being requested, as well as, any additional or back ground information that the client might have to assist us in securing the specific service being requested; for written requests: original editable document, target language are also needed. As requests are received they are assigned a job number and services are secured based on the request's criteria. A confirmation email is sent to the requestor and client designated individual for their records within 24 hours of the request being received. Accounting sends invoices weekly unless otherwise requested by the client. Our terms for service is payment is due 30 days upon receipt of invoice.

#### **100% Satisfaction Guarantee:**

Visual Communication Services has a 100% satisfaction guarantee on all of our services. If you are not completely satisfied with the service that you receive we will do everything we can to mitigate the issue in order to reach our client's satisfaction.

Phone

E-mail

(281) 914-4892

(281) 640-1906

Website http://www.vcsoncall.com

ermawebb@vcsoncall.com

# Visual Communication Services

an innovative interpreting agency

#### Specification of Equipment for Video Remote Interpreting

Our VRI solution operates at 128-bit encryption level or higher, and doesn't collect information from users' computers. Our VRI servers are securely housed and monitored either onsite or in private secure rooms throughout the US which meets or exceeds regulatory compliance.

- ✓ Browser based; w/latest Microsoft Windows, Linux, Intel Based Mac OSX.
- ✓ Sound Card and Speakers (OS Compatible; *build-in or separate*)
- ✓ Lapel Microphone (only if in a large room)
  - ✓ Wireless Lapel Microphone System-Connection with Classroom Computer providing Audio (Suggestion: Radio Shack Model: | Catalog #: 32-1257)
- ✓ 1-High Quality Webcams (30fps/620x480 Resolution Capabilities-Minimum) (2 if in a large room 1 for the speaker and another for the consumer) with tracking turned off to reduce ghosting.
  - ✓ Logitech Quickcam Pro 9000 or higher (minimum requirement; with newest drivers downloaded from Web; NOT from CD/Default Drivers)
  - ✓ Same webcam for MAC (NOT MAC's built-in camera) w/MAC default drivers
- ✓ Internet browser (Microsoft Edge, Netscape, Safari, Google, etc.)
- ✓ Hard-Wired High-Speed Internet connection preferred (*Ethernet, NOT Wireless* & 1Gbps recommended)
- √ 350kpbs (or faster download/upload speed) DSL/Cable or faster Internet
  Connectivity
- ✓ Ports
  - ✓ TCP80, 443
  - ✓ TCP 443, 8801,8802
  - ✓ UDP 3478, 3479, 8801, 8802
- ✓ Client IT Staff Liaison, with Direct VCS Collaborative Contact
- ✓ Client Disability Services Liaison, with Direct VCS Collaborative Contact

# **Visual Communication Services**

an innovative interpreting agency

**Product: Services and Pricing** 

#### **Pricing and Discounts:**

All pricing is transparent and provided on the Price List. Clients can rest assured that they are receiving the cooperative pricing by simply requesting a breakdown of the cost or an estimate of services. You will notice that there are cooperative volume price breaks located above the price columns. Once cooperative discount pricing is reached, the discount rates automatically go into effect for all clients within the cooperative.

In addition to cooperative pricing volume discount we also offer an Educational Vertical discount as noted in columns labeled EV next to the columns labeled OV for Other Vertical. We believe in transparency and will provide up to date cooperative sale information upon request. A legend along with service notations at the bottom of the Price List has also been included for your convenience. As noted within RFP 21-06 prices will remain firm for the first 12 months after contract award. For subsequent years, there is an additional annual inflation rate percentage increase on all services per year as specified on the Product Pricing Schedule commencing after the completion of the 1st year after contract award.

Pricing has been provided for all Visual Communication Service Products. Any necessary shipping will be done at the client's preference and the cost thereof will be invoiced to the client. As our services are on an as requested basis and are therefore consumed; there is not any return or restocking fee for services.

Visual Communication Services has a 100% satisfaction guarantee and will not invoice for deliverables that are in the printed (electronic) form until such time we receive acceptance and approval for said services. At which point services will be invoiced and payment received will complete the said service product as acceptance and satisfaction have been reach. At any time during this process, clients are encourage to provide feedback and or request changes as they deem necessary in order to reach acceptance and satisfaction. In the event that we have not heard back from the client after 30 days of the delivery of the product we will assume that the product is satisfactory and send an invoice.

We accept POs, checks, credit cards as forms of payment. For clients wishing to pay by credit card we maintain a secure website for accepting these payments and all the client needs to do is email <a href="mailto:accounting@vcsoncall.com">accounting@vcsoncall.com</a> in order to receive the website payment link.

We are proposing the initial pricing structure be firm for the 1<sup>st</sup> year of the contract and then there will be an annual inflation rate percentage increase per service. Clients can request an up to date (UTD) Pricing Schedule for years two, three, four, and five of the contract.

All future products that are introduced will be presented to Region 4 for acceptance. Upon product acceptance marketing will email cooperative clients with an introductory product

announcement. Should the new product require demonstration one would be offered complimentary.

As noted within RFP 21-06 Visual Communication Services understands that the Product Pricing that is being proposed is the maximum that can be charged for the products listed and that additional discounts may be made available should conditions and terms call for such discounts, such as, Region 4 will receive a total discount of \$20.00 for Onsite Interpreting Services resulting in a final hourly rate of \$55.00 per hour during business hours requested greater than 48 hours in advance and so forth according to applicable hourly conditions. Prices listed for subsequent EV columns already include a \$5.00/hour discount and are eligible for an additional potential discount up to \$15.00 per hour for Onsite Interpreting, Translation and CART Services according to the applicable hourly condition of the request.

For example, using the example in RFP 21-06 under On-Site services with a time frame of 9:00-12:00 requested under the following conditions: requested greater than 48 hours utilizing an interpreter within the 60 mile round trip: 9:00-12:00=3 hrs + 1 Admin. Fee (60 miles round trip) = 4 billable hrs at the totals= Another example within RFP 21-06 is 9:00-3:00PM requested greater than 48 hours utilizing an interpreter within the 60 miles round trip will be: 9:00-3:00=6 hrs -.5 hr (30 minute lunch) + 1 Admin. Fee=6.5 total hrs at the totals Both of these examples include the educational vertical and the full discounts for a final hourly rate of Additional services that are eligible for an additional potential discount up to per hour are Remote CART. Consulting. Mentoring and Professional Development Training Services. We further understand that a cost plus pricing structure is not acceptable and agree that is not what we are proposing.

In addition we understand that these products can be potentially purchased using Federal Funding; therefore, pricing that has been provided is in compliance with Federal Funding guidelines so, an alternative pricing structure is not necessary should an emergency or disaster recovery situation occur. We further understand and have worked with FEMA Special Conditions in the past and have complied with guideline and have included the Federal Funds Certifications Exhibit.

Due to industry-wide supply chain constraints, we recommend placing orders as soon as possible for best availability and pricing. Learn More



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Q

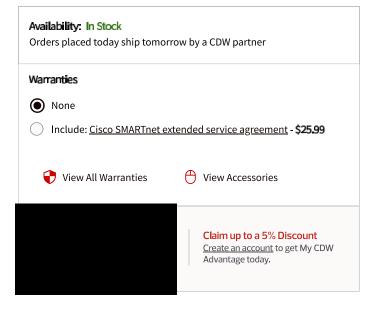




## Cisco IP Phone 8841 - YolP phone

MFG.PART: CP-8841-3PCC-K9= CDW PART: 5329935 UNSPSC: 43191511





#### **Product Details**

- · VoIP phone
- · SIP
- RTCP
- · RTP
- · SRTP · SDP
- · 5 lines

# **Product Details**

## Main Features

- VoIP phone
- SIP
- RTCP
- RTP
- SRTP
- SDP
- 5 lines

The Cisco IP Phone 8841 delivers mission-critical voice communications that are highly secure and easy to use. It offers wideband audio and a large, widescreen, high-resolution color display for menus and content. The 8841 is ideal for knowledge workers, administrative staff, and managers in mid-sized to large businesses. As a low-power device, it is both cost-effective and earth-friendly.

# **Tech Specs**

Specifications are provided by the manufacturer.

## Header

Manufacturer:	Cisco Systems
Brand:	Cisco
Product Line:	Cisco IP Phone
Model:	8841
Packaged Quantity:	1

# Telephone

Type:	VoIP phone	
Compatible Platforms:	Cisco Business Edition 6000	
Dialer Location:	Base	
Conference Call Capability :	Yes	

# **Features**

Speakerphone :	Yes
Call Services:	Call Forwarding, Call Hold, Call Transfer, Call Waiting, Caller ID, Message Waiting Capability, Voice Mail
Programmable Buttons Qty:	5
Indicators:	Headset, Speakerphone indicator, Voice message waiting indicator
Hearing Aid Compatible:	Yes
Additional Functions:	Call timer, Intercom

# Display

Type:	LCD display
Display Resolution:	800 x 480 pixels
Color Depth:	24-bit (16.7 million colors)
Diagonal Size :	5 inch
Diagonal Size (metric):	12.7 centimetre
Color Support:	Color
Backlit:	Yes
Display Languages:	Arabic, Brazilian Portuguese, Bulgarian, Catalan, Chinese, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Slovenian, Spanish, Swedish, Thai, Turkish
Display Location:	Base

# **IP Telephony**

Main Features:	Integrated Ethernet switch, Multiple VoIP protocol support	
VoIP:	Yes	
VoIP Protocols :	RTCP, RTP, SDP, SIP, SRTP	
Voice Codecs :	G.711a, G.711u, G.722, G.729a, iLBC, iSAC	
Lines Supported:	5 lines	
Quality of Service :	IEEE 802.1p, IEEE 802.1Q (VLAN)	
Security:	IEEE 802.1X, TLS	
Network Protocols:	Cisco Discovery Protocol (CDP), DNS, HTTP, HTTPS, IP, Link Layer Discovery Protocol - Media Endpoint Discovery (LLDP-MED), RTCP, RTP, SRTP, TFTP, UDP	
Network Ports Qty:	2 x Ethernet 10Base-T/100Base-TX/1000Base-T	
Power Over Ethernet (PoE) Support:	Yes	
Compatible Software:	Cisco Hosted Collaboration Solution, Cisco Unified Communications Manager 8.5.1 or later, Cisco Unified Communications Manager Express 10.0 or later	
Network Features:	Class 2 PoE	

#### **Phone Connections**

Connections:	Electronic hook switch (EHS), Headset jack / RJ-9
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#### Miscellaneous

Color Category:	Black, Black
Body Material:	ABS plastic
Placing / Mounting:	Table mount, Wall-mountable

# Dimensions & Weight (Base)

Width:	10.1 inch
Depth:	1.6 inch
Height:	9 inch
Weight:	2.6 lbs

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# Visual Communication Services

an innovative interpreting agency

# **Performance Capability**

# National Presence/Experience/Tracking

Visual Communication Services works with government entities such as various state Health and Human Services, Municipalities, City and County Health agencies, Federal Immigration Services, Federal Emergency Management Agency, various state Public Instruction Agencies, and Independent School Districts around the nation to meet their communication access needs. We are registered with the System Award Management (SAM.gov) System; therefore, we are ready and able to receive contract awards from government entities.

We have provided sign language interpreting services to written translation services including sight translation services that have been posted on state department's websites as recent as last year during the pandemic. We have provided access to trainings via video remote interpreting, as well as, access through on-site interpreting services to local government led town hall council meetings that included public comment. All products are made available nationwide. When a service isn't available due to scheduling conflicts, etc. we always work to ensure an equivalent product alternative is offered for access to communication.

We have worked with Omnia Partners and are beginning our 4th year and have successfully secured a state level contract that has resulted in multiple department utilization within that state and have provided access to information during a critical time in our nation's history. This was accomplished through educating our Marketing and Sales team regarding the Region 4 ESC and Omnia Partners cooperative agreement. Our staff attended the online training offered that explained the cooperative process and subsequently made 1,214 phone calls reaching out to Omnia Partners' Members statewide and then followed up by sending specific Omnia Partner identified marketing material. We held several in house trainings with our staff to further explain the cooperative opportunity that we were making available to our clients.

Although Omnia Partners struggled with ever changing personnel during the initial contract onboarding phase which delayed our start we have still been able work together to mutually sell the cooperative contract and have been fortunate to come out in the black as of the time of submitting this response to RFP 21-06. Our experience with Omnia Partners has been mixed in that during a couple of training/meetings our staff attended at times our staff was better trained and prepared than the Omnia Partners personnel. We found that Omnia Partners sales force primarily does not know the educational vertical nor the ins and outs of government purchasing and that they were wanting us to train them on government purchasing and the interpreting and translation industry. We also realized, there is no one better to know our industry, than those that are the providers of such exceptional services, as Visual Communication Services. However, we consider our work together over the past 3 years an overall success as we have experienced mutually obtained clients. It is clear that Omnia Partners has a strong retail foundation and that they are emerging into the public verticals of education and government procurement. I do believe that they have created a niche market approach and as such with the right team members will be successful. A 3% administration fee for website exposure is costly and relatively an overall ineffective sole approach to securing new clients in need of such specific services primarily accessed by a low incidence population. However, I can see the benefit of combining interpretation with the translation component and that it will increase the demand for services. Future strategic conversations and meetings will be key in order to identify mutually beneficial approaches to securing new clients.

Since Visual Communication Services provides both on-site and remote services, we do have the ability to provide services anywhere at any time utilizing remote services for those locations where there isn't a provider locally.

Visual Communication Services will market the cooperative in the following manner:

- Collaborative Press Release in industry specific magazines
- Website landing page
- Trade Shows
- Emails to potential clients
- One on one in speaking with clients

Visual Communication Services plans to market the award of the Region 4 Education Service Center in the following manner within the first 90 days of the award date:

- A co-branded press release within first 30 days Deaf Network and local community newspapers, such as, the Houston Chronicle
- Announcement of award will be added to the VCS website: www.vcsoncall.com.
- Co-branded collateral pieces using Region 4 logo will be added to brochures as they are distributed.
- Advertisement of contract notice of award will be placed as an ad in the industry Views magazine.
- The Region 4 logo will be included in trade shows we attend.
- Dedicated Omnia Partners and Region 4 ESC internet web-based homepage with Omnia Partners and Region 4 ESC Logo will be done.
- A link to the Omnia Partners and Region 4 ESC website will be included on VCS' website; <a href="www.vcsoncall.com">www.vcsoncall.com</a>.
- Summary of contract and services offered will be provided upon request.
- As part of our due diligence documents including; copy of solicitation, copy of contract and any amendments, marketing materials will be provided upon request.

We will send electronic notifications of the award to clients identified as Omnia Partner Members. We will also provide any future clients that fall within this RFP notice of the award when we are contacted to respond to their RFP.

VCS sales force is trained by our Marketing/Sales Manager first in company knowledge and services content. Upon having a strong understanding of our core values, mission and services they will attend one of our conferences with the Marketing/Sales Manager to have hands on training in marketing VCS face to face to potential clients and consumers. Each staff member is provided with content training and a packet of company brochures to have with them at all times to be able to give to a potential customer on site at an appointment when asked.

VCS will provide logos as needed for marketing communication and promotions for Region 4 ESC and agrees to their reproductions.

The sales volume is tracked via an Excel spreadsheet in conjunction with the monthly Excel reports filed with Omnia Partners. All clients that are Omnia Partner members are identified as am Omnia Partners client within our accounting program that allows for easy tracking and reporting as well as the ability in real time to maintain an up-to- date sales total should a member request that information to ensure they are receiving their

When an agency wishing to utilize the Omnia Partners cooperative contacts us, we internally identify the client as an Omnia Partners member to ensure effective tracking of sales so invoicing information can be maintained. All minimum service requirements are included in the Pricing Schedule in Tab 2 per the Q/A instructions from the June 20, 2021 pre-proposal conference.

# **Requesting Services**

When requesting services the following information is required: service requested, date, times, locations including building name/room number, point of contact and number, for written requests: original editable document, target language and any additional specifications. Clients/Consumers are connected with interpreters in the following manner for the following products:

- Interpreter/translator
  - Onsite –utilizing the point of contact name and number where services are requested; Visual Communication Services will comply with the travel policy outlines in RFP 21-06 as the 60 mile round trip will be invoiced as 1 administrative fee per request and any mileage beyond the 60 mile round trip will be invoiced at the applicable state rate.
  - Telephone –clients call the 877-404-7713 and state the language they are requesting and are connected with the translator in order for services to commence
  - Written –Clients send the original editable document that they wish to be translated into the noted target language and the document is translated and returned according to RFP 21-06 guideline or state which speech-totext service is being requested.
  - Video Remote links are either provided by the client or Visual Communication Services depending on the preferred platform utilized and then sent to the appropriate parties involved in the communication exchange

Visual Communication Services' travel policy is 1 administrative fee per request per provider which covers the (1) 60 mile round trip to a client's location. Mileage beyond the 60 miles is invoiced at the applicable state rate where services are provided.

# **Corrective Action/Problem Resolution**

Our customer service center is operated 24 hours per day 7 days per week as our phone is answered by a staff member who is on call. That individual has the authority to handle any question or concern as they are managers within the company. If for some reason they aren't able to answer the question then they will contact the manager who is able to address the matter for handling the next business day. We strive to return phone calls within 24-48 hours of receipt.

Regardless of product error Visual Communication Services maintains a 100% satisfaction guarantee and will strive endlessly to take corrective action in order to reach the satisfaction of our clients. We value our client's feedback and want their lives to be enhanced for having worked with Visual Communication Services as well as their patrons.

Our process regarding problem resolution is to always listen to the client before saying anything. Once we have heard the problem then we investigate what happened on our end and report the findings to the client. It is at this point that we acknowledge what has happened and state our resolution. We value our client's experience and seek to rectify each and every problem through mitigating measures until the client is able to state they are 100% satisfied with the resolution.

Our phones are answered 24/7 365 days of the year by real people. Our hours of operation for the headquarter office in Houston, Texas is 8:00AM-5:00PM CST; however, there is always a real person that is answering the phone and accepting requests for service. We offer the below 13 services:

1)Onsite Interpreting (pre-certified, certified, court, DI, CDI, tactile) 2) Remote Interpreting 3) Onsite Translator 4) Remote Translator 5) OTP service 6) Onsite CART 7) Remote CART 8) written translation 9) recorded transcription services 10) open/closed captioning prerecorded 11) Consulting Services 12) Mentoring Services 13) Professional Development Training

# **Ability to Meet Service**

We are able to meet needs across the nation as we have ongoing relationships with other agencies with whom we have had long standing collaborative agreements and any request that we are unable to fill in house we are able to contact them for their support. We are confident that we are able to meet the demands of a national agreement and provide the services on a national scale should they be requested. As we have already proven our ability to meet such services, we have provided services to Region 4/Omnia Partners for the past 3 years.

# **Invoicing**

Invoices are sent weekly unless otherwise requested by the client to the client determined individual. Terms are 30 days from the receipt of the invoice. Payments may be made via cash, check or credit card. There are not any associated fees with credit card payments, as VCS considers that a cost of doing business, unlike other agencies that pass the expense on to their clients.

# Implementation/Customer Transitioning Plan

As the transitioning process for customers is an internal function there is nothing to prevent a customer from transitioning overnight to be an Omnia Partner Member. We simply will identify them as an Omnia Partner Member and then services would continue just as they had previously.

Visual Communication Services on boarding of new client process consists of initially gather logistical facts relative to the client locations, departments, contacts with email addresses and phone number, consumer names along with language preferences, as well as, providing the requesting individual with our contact information along with information requirements for requests of service. The second phase of onboarding is to determine the client's needed service and the anticipated service start date. The time of year will impact the implementation of when services can be provided, as well as, location and the supply of community resources to meet the service requirements. For example, daily services within the educational vertical would need to be submitted as early as possible in order to ensure coverage on the first day of school as the community is competing for the same providers and the resources are limited for onsite services. We have been extremely successful in fulfilling requests that were submitted in advance for these ongoing needs. Therefore, the volume of request, time of the year and the specific service requested can impact implementation. It is highly recommended to be proactive as the early bird will get the worm within the industry.

# **Financial Strength**



# Website/Technology

Our website is <a href="www.vcsoncall.com">www.vcsoncall.com</a>. Our services are listed. Although the site is simple we find it to be straight forward and allows our customers to easily find what they seek. There are not any reports or ordering processes within the website itself. The website does describe our services where upon a potential client can call and speak with someone over the phone regarding their need and we will assist them in determining the exact service they are looking to receive.

# **Reports**

Public agencies can request reports; however, they cannot access and query our system themselves. We can provide sales reports according to client. Currently VCS' scheduling and accounting systems are not accessible by VCS clients for running reports. However, we are happy to provide clients with requested reports. We would simply need to know what type of report the client was looking for in order to know

which system would best provide the requested information. For example, we can run service reports from both the scheduling and accounting systems but, it would depend on what information is be sought as to which would be the most applicable.

# **Additional Information**

Visual Communication Services has been in business for 16 years and has been providing education interpreting services to k-12 through post-secondary institutions throughout this time as well as, public and private sector clients. Our passion for exceptional service sets us apart from all of our competitors. Our clients have been with us a long time as evidence of our outstanding service. Clients choose us because we

Phone (281) 914-4892 Fax (281) 640-1906

E-mail ermawebb@vcsoncall.com
Website http://www.vcsoncall.com

# **Exhibit A Response for National Cooperative Contract**

# 1.0 Scope of National Cooperative Contract

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

## 1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Interpretation and Translation Services and Related Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

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

# 1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

## 1.3 Estimated Volume

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

#### 1.4 Award Basis

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

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

# 1.5 Objectives of Cooperative Program

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

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

# 2.0 REPRESENTATIONS AND COVENANTS

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

# 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

# 2.2 Pricing Commitment

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

#### 2.3 Sales Commitment

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

## 3.0 SUPPLIER RESPONSE

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

# 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

	a.	Minority Wo	omen Business	Enterprise
			☐ No	
		If yes, list c	ertifying agenc	y: City of Houston
	b.	Small Busin (DBE)	iess Enterprise	(SBE) or Disadvantaged Business Enterprise
		☐ Yes	☑ No	
2004				

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	If yes, list ce	ertifying agency:					
C.	Yes		•	,			
	If yes, list ce	ertifying agency:	State	of	Texas	Comptroll	er
d.	Historically	Underutilized Bu	siness Zo	ne E	Enterprise	e (HUBZone)	
	☐ Yes	⊠ No					
	If yes, list ce	ertifying agency:					
e.	Other recog	nized diversity c	ertificate h	nolde	er		
	☐ Yes	⊠ No					
	If yes, list ce	ertifying agency:					

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

## 3.2 Distribution, Logistics

- **A.** Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- **B.** Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

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

## 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;

- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii Sales

- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").
  - \$\_\_\_\_\_0\_.00 in year one \$\_\_\_\_\_0\_.00 in year two \$\_\_\_\_0 .00 in year three

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

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

# Exhibit B Administration Agreement, Example

#### **ADMINISTRATION AGREEMENT**

#### **RECITALS**

WHEREAS, the $\frac{\text{Region 4, ESC}}{\text{Message}}$	(the "Principal Procurement Agency") has
entered into a Master Agreement effective 1/1.	/2022, 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 "Maste	<u>er Agreement</u> "), as attached hereto as <u>Exhibit A</u>
and incorporated herein by reference as thou	igh fully set forth herein, for the purchase of
(the " <u>Produc</u>	<u>ot</u> ");
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Interpretation and Translation Services and Related Solutions

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

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

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

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

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

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

### **DEFINITIONS**

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

## **TERMS AND CONDITIONS**

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

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

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of

being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

## **TERM OF AGREEMENT; TERMINATION**

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

#### NATIONAL PROMOTION

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

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent. (0.3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <a href="Exhibit C">Exhibit C</a> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 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' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made to the OMNIA Partners designated financial institution identified in <a href="Exhibit D">Exhibit D</a>. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

## A. OMNIA Partners:

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

B. Supplier: Webbco Enterprises, L.L.C. dba Visual Communication Services 3934 F.M. 1960 Road, West, #350 Houston, Texas 77068

- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
  - This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
  - This Agreement will be construed under and governed by the laws of the State of 23. 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.
  - This Agreement may be executed in counterparts, each of which is an original but all 24. 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
Webbco Enterprises, L.L.C.	INTERGOVERNMENTAL
dba Visual Communication Services	PURCHASING ALLIANCE COMPANY, A DELAWARE
3934 F.M. 1960 Road, West, #350	CORPORATION D/B/A OMNIA
Houston, Texas 77068	PARTNERS, PUBLIC SECTOR
Maleh	
Signature	Signature
Erma Webb	Sarah Vavra
Name	Name
•	Sr. Vice President, Public Sector
Managing Member	Contracting
Title 8/31/2021	Title
Date	Date

# **Exhibit F Federal Funds Certifications**

# **FEDERAL CERTIFICATIONS**

#### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **APPENDIX II TO 2 CFR PART 200**

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

	(A) above, when a Participating Agency expends federal funds, the Participating Agency reser- in the applicable laws and regulations with respect to this procurement in the event of breach of c		
by either party.	10.7		
Does offeror agree? YES		Initials of Authorized Representative of offeror	
(B) Termination for cause and effected and the basis for settle		ee or subgrantee including the manner by which it will be $_{ m s}$ of \$10,000)	
	ny agreement in excess of \$10,0	y expends federal funds, the Participating Agency reserves the 000 resulting from this procurement process in the event of a erms of the contract.	
Does offeror agree? YES	_(4)	Initials of Authorized Representative of offeror	
(C) Equal Employment Opport	tunitu Evoont se othenuise nu	ovided under 41 CER Part 60, all contracts that meet the	

(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."

contract, the equal opportunity clause is incorporated by reference herein.
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.  Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Ac
Does offeror agree? YESInitials 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? YESInitials of Authorized Representative of offeror
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

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(EPA)						
Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.						
Does offeror agree? YESInitials of Authorized Representative of offeror						
(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.						
Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.						
Does offeror agree? YESInitials of Authorized Representative of offeror						
(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.						
Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:  (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.  (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.  (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.  Does offeror agree? YES						
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS						
When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.  Does offeror agree? YES						

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that Version May 27, 2021

D	(6/14)		1 - *** - 4				Part 18).
Does offeror agree? YES			Initiai	s of Author	ized Representativ	e or or	eror
CERT	FICATION OF COMPLI	ANCE WITH	BUY AMERI	CA PROVIS	SIONS		
To the extent purchases are made Administration funds, offeror certificagrees to provide such certification request. Purchases made in according for free and open competition.	es that its products com n or applicable waiver w rdance with the Buy Ame	ply with all app ith respect to erica Act must	olicable provi specific prod still follow th	sions of the ucts to any e applicable	Buy America Act Participating Agen e procurement rule	and ncy upo es callir	on ag
Does offeror agree? YES	(Jr)	•	Initial	s of Authori	ized Representativ	e of of	feror
CE	RTIFICATION OF ACC	ESS TO REC	ORDS - 2 C.	F.R. § 200.	336		
Offeror agrees that the Inspector of documents, papers, or other record the purpose of making audits, exato offeror's personnel for the purpose.	ords of offeror that are parminations, excerpts, and ose of interview and disc	pertinent to off ad transcription	eror's discha ns. The right	rge of its o also includ	bligations under th	he Con	tract for
Does offeror agree? YES	ua		lnitial	s of Authori	ized Representativ	e of of	feror
C	ERTIFICATION OF APP	PLICABILITY	TO SUBCO	NTRACTOR	RS		
Offeror agrees that all contracts it all Does offeror agree? YES							
-						····	
Offeror agrees to comply with a further acknowledged that offer specifically noted above.	Il federal, state, and loc or certifies compliance	cal laws, rules e with all prov	s, regulatior visions, laws	s and ordi , acts, reg	nances, as appliculations, etc. as	cable. I	t is
feror's Name: Webbco Ent	erprises, L.	r C dh	a Viena	al Com	munication	n Se	rvic
eror's Name: WEDDCO Effe		L.C. ab	a VISuc	T COM	- COULTO		
dress, City, State, and Zip Code:							7706
	3934 F.M. 19	60 Rd.,	West,				7706
dress, City, State, and Zip Code:	3934 F.M. 19 713  Representative:	60 Rd.,	West,				7706
dress, City, State, and Zip Code: one Number:877-404-77 281-640-1906	3934 F.M. 19 713  Representative: ag Member	60 Rd.,	West,				7706

#### 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,  $\P$  6.d must be rejected and cannot receive contract awards at any level.

## **Public Policy**

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

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

# **Affirmative Steps**

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

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **Prevailing Wage Requirements**

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

#### **Federal Requirements**

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

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

## 1. <u>Termination for Convenience:</u>

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

## 2. Equal Employment Opportunity:

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (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-KickbackAct.

- a. <u>Applicability of Davis-Bacon Act</u>. 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. <u>It does not apply to other FEMA grant and cooperative agreement programs</u>. 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 aweek.
- 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. <u>Applicability</u>: 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.
- 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) <u>Subcontracts</u>. 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. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
  - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

## "Clean Air Act

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

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seg.
- (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 partwith Federal assistance provided by FEMA."

## 8. <u>Debarment and Suspension</u>.

- a. <u>Applicability:</u> 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).
- 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 <a href="www.sam.gov">www.sam.gov</a>. 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. <u>Applicability</u>: 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. <u>See 2 C.F.R. Part 200</u>, 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 Webbco Enterprises, L.L., Coertifies 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

Erma Webb, Managing Member

Name and Title of Contractor's Authorized Official

8/31/2021 Date"

## 10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: 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 Version May 27, 2021

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) Meetingcontract 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. <u>See\_DHS</u> 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. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags</u>: "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."

Offeror's Name:

## 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.

Signature of Authorized Representative:	Date
Email Address: . ermawebb@vcsoncall.com	
Printed Name and Title of Authorized Representative: Erma Webb, Managing Member	
Phone Number: 877-404-7713	
Address, City, State, and Zip Code: 3934 F.M. 1960 Road, West, #350, Houston, TX 77068	
Webbco Enterprises, L.L.C. dba Visual Communication Se	rvices

## **Exhibit G New Jersey Business Compliance**

### **NEW JERSEY BUSINESS COMPLIANCE**

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

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

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

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

Prior to receiving a contract in the state of New Jersey we will certify that required documents are provided.

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Address: 3934 F.M. 1960 Road, West, #350, Houston, TX 77068  Part I Check the box that represents the type of business organization:    Sole Proprietorship (skip Parts II and III, execute certification in Part IV)   Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)   Non-Profit Corporation (any type)	Name of Webbco Enterprises, L.L.C. Organization:
Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  For-Profit Corporation (any type)  Limited Liability Company (LLC)  Partnership  Limited Partnership  Limited Liability Partnership (LLP)  Other (be specific):  Part II  The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business  Entity  Home Address (for Individuals) or Business Address	Organization Address: 3934 F.M. 1960 Road, West, #350, Houston, TX 77068
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  For-Profit Corporation (any type)  Limited Liability Company (LLC)  Partnership  Limited Partnership  Limited Liability Partnership (LLP)  Other (be specific):  Part II  The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business  Entity  Home Address (for Individuals) or Business Address	Part I Check the box that represents the type of business organization:
□ Partnership □ Limited Partnership □ Limited Liability Partnership (LLP) □ Other (be specific): □ Part II □ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION) □ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
Part II  The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address Entity	Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
Part II  The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	For-Profit Corporation (any type)
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	Partnership Limited Partnership Limited Liability Partnership (LLP)
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	Other (be specific):
own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	Part II
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)
no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)  (Please attach additional sheets if more space is needed):  Name of Individual or Business Entity  Home Address (for Individuals) or Business Address	
Name of Individual or Business Home Address (for Individuals) or Business Address Entity	no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the
Entity	(Please attach additional sheets if more space is needed):
	Erma Webb

Name of

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

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

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

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

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

## Part IV Certification

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

Full Name (Print):	Erma Webb	Title:	Managing Member
Signature:	Will	Date:	8/31/21

## DOC #2

## **NON-COLLUSION AFFIDAVIT**

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

## **NON-COLLUSION AFFIDAVIT**

State of New Jersey	
County of	ss:
Erema Walah	
	iding in
Magnolia (name of municipality)	(name of affiant)
in the County of Montgomery	and State of
	lly sworn according to law on my oath depose
and say that:	ing constituting to law on my caus acpose
lam Managing Member	of the firm of
Webbco Enterprises, L.L.C. dba V	
(title or position)	(name of firm)
	the bidder making this Proposal for the bid
Interpretation and Translation Se	
entitled	, and that I executed the said proposal with
(title of bid proposal)	alternative and in alternative number of the transmission
full authority to do so that said bidder has not,	
agreement, participated in any collusion, or ot competitive bidding in connection with the abo	
contained in said proposal and in this affidavit	
knowledge that the	relies upon the truth of
the statements contained in said Proposal	Telles upon the truth of
(name of contracting unit)	
and in the statements contained in this affidav	it in awarding the contract for the said project.
I further warrant that no person or selling ager secure such contract upon an agreement or un brokerage, or contingent fee, except bona fide commercial or selling agencies maintained by	
Subscribed and sworn to	
•	Signature As Della
before me this day	HA Jell
	Signature
August 31 , 2 021	ERMA WEBB
(Type or print name of affiant under signature)	\
Notary public of	ANHARAD MARIE FINNEY
My Commission expires $3/3/22$	Notary ID #10247609 My Commission Expires
,	March 13, 2022
(Seal)	1 1 mant
	inharad // Tinke
	, (

### **DOC #3**

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

Compan	y Name:	Webbco	Enter	prises,	L.L.C.	dba	Visual	Communication	Services
Street:	3934 F.	м. 1960	Road,	West,	#350				
City, Sta	te, Zip Cod	le: Hou	ston,	Texas	77068				

## **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 <u>Certificate of Employee Information Report</u>
  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.

8/31/2021	
Date	 Authorized Signature and Title

Prior to receiving a contract in the state of New Jersey we will certify that required documents are provided.

## 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 Code (NJAC 17:27).	g a compliance investigation pursuant to <u>Subchapter</u>	10 of the Administrative
	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 (<a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### **Contractor Instructions**

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

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

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

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.** 

\* <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to Version May 27, 2021

section 16 of expenditures."	P.L.1993,	c.65	(C.19:44A-10.1)	) for the	purpose	of	receiving	contributions	and	making

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Vendor Name: Webbo	rmation co Enterprises, L.L.C.	dha Vienal C	Communication Co
	1. 1960 Road, West, #35		.Ollillatificactor Se
City: Houston		ip: 77068	
ne undersigned being authorpresents compliance with the structions accompanying the structions accompanying the structions accompanying the structions accompanying the structure of the structur	prized to certify, hereby certifies the provisions of N.J.S.A. 19:44A his form.  Erma Webb	that the submission -20.26 and as repo	resented by the
ignature	Printed Name	Title	
Part II – Contribution	Disalsans		
unit.			
	is provided in electronic form		
Contributor Name	Recipient Name	Date	Dollar Amount
		Date	Dollar Amount
Contributor Name		Date	

Version May 27, 2021

### DOC #4, continued

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

County Name: N/A

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

Prior to receiving a contract in the state of New Jersey we will certify that required documents are provided.

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

## DOC #5

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:						
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  OR						
I certify that no one stockholder owns the undersigned.	s 10% or more of the issued and outstanding stock of					
Check the box that represents the type	e of business organization:					
Partnership Corporation	Sole Proprietorship					
Limited Partnership  X Limited Lial	bility Corporation Limited Liability Partnership					
Subchapter S Corporation						
Sign and notarize the form below, and, i	if necessary, complete the stockholder list below.					
Stockholders:	· ·					
Name: Erma Webb	Name:					
Home Address:	Home Address:					
Name:	Name:					
Home Address:	Home Address:					
Name:	Name:					
Home Address:	Home Address:					
Subscribed and sworn before me this 3/3 day of	(Affiant)					
(Notary Public) Contaral M	Erma Webb, Managing Member (Print name & title of affiant)					
My Commission expires: 3/13/25	(Corporate Seal)					



#### DOC #6

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

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

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

Offerors should submit the above form completed with their proposal.

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

Quote Number:

RFP 21-06

Bidder/Offeror:

## **PART 1: CERTIFICATION**

	ST COMPLETE PART 1 BY CHECKING EITHER BOX.  THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
contract must complete the certification below subsidiaries, or affiliates, is identified on the De in Iran. The Chapter 25 list is found on the De must review this list prior to completing the be non-responsive. If the Director finds a person	on or entity that submits a bid or proposal or otherwise proposes to enter into or renew a to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, partment of Treasury's Chapter 25 list as a person or entity engaging in investment activities ivision's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidders elow certification. Failure to complete the certification will render a bidder's proposal or entity to be in violation of law, s/he shall take action as may be appropriate and provided ed to, imposing sanctions, seeking compliance, recovering damages, declaring the party in if the party
EASE CHECK THE APPROPRIATE BOX	C:
subsidiaries, or affiliates is <u>listed</u> on the activities in Iran pursuant to P.L. 2012, or	212, c. 25, that neither the bidder listed above nor any of the bidder's parents, the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited to 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer and am authorized to make this certification on its behalf. I will skip Part 2 and sign and
OR	
the Department's Chapter 25 list. I will and sign and complete the Certifica	se the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on ll provide a detailed, accurate and precise description of the activities in Part 2 below tion below. Failure to provide such will result in the proposal being rendered as nones and/or sanctions will be assessed as provided by law.
subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PRO	d precise description of the activities of the bidding person/entity, or one of its parents, in the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE
subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PRO THOROUGH ANSWERS TO EACH QUESTIO	on the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE  IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL  ACTIVITIES ENTRY" BUTTON.
subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PRO THOROUGH ANSWERS TO EACH QUESTIO	on the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE  IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL  ACTIVITIES ENTRY" BUTTON.
subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PRO THOROUGH ANSWERS TO EACH QUESTIO	on the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE  IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL  ACTIVITIES ENTRY" BUTTON.
subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PROTHOROUGH ANSWERS TO EACH QUESTIO  Name  Description of Activities	on the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE  IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL  ACTIVITIES ENTRY" BUTTON.
Subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PROTHOROUGH ANSWERS TO EACH QUESTIO  Name  Description of Activities  Duration of Engagement	n the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.  Relationship to Bidder/Offeror
Subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PROTHOROUGH ANSWERS TO EACH QUESTION  Name  Description of Activities  Duration of Engagement	n the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.  Relationship to Bidder/Offeror  Anticipated Cessation Date  Contact Phone Number
Subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PROTHOROUGH ANSWERS TO EACH QUESTION Name  Description of Activities  Duration of Engagement  Bidder/Offeror Contact Name  ADD AN ADDITIONAL ACTIVITIES EN Interest (In the Interest of New Jersey is rely in the Interest of New Jersey is rely in the Interest (Interest) acknowledge that the State of New Jersey is rely in the Interest of Information contained herein. I acknowledge secretification, and if I do so, I recognize that I and I acknowledge that I are secretification, and if I do so, I recognize that I are	n the investment activities in Iran outlined above by completing the boxes below.  DVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE IN. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.  Relationship to Bidder/Offeror  Anticipated Cessation Date  Contact Phone Number

unenforceable.	to date of few delacy and that the date at its op	/ , 0 11
Full Name (Print):	Erma Webb	Signature:
Title: Managing I	Member	Date: 8/27/21

#### DOC #7

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

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

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

Prior to receiving a contract in the state of New Jersey we will register and provide documents as proof.

#### **DOC #8**

### **EEOAA EVIDENCE**

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

## **EEO/AA Evidence**

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

**One** of the following must be included with submission:

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

See the guidelines at: <a href="http://www.state.nj.us/treasury/contract\_compliance/pdf/pa.pdf">http://www.state.nj.us/treasury/contract\_compliance/pdf/pa.pdf</a> for further information.

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

Name:	 Title:	
Ciana atoma	Date	
Signature:	Date:	

Prior to receiving a contract in the state of New Jersey we will certify that required documents are provided.

## DOC #9 MCBRIDE-PRINCIPLES



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

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

### MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP21-06

VENDOR/BIDDER: Webbco Enterprises, L.L.C.

# VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

purchase, contract or agreement to another Vendor/Bidder that a bid within five (5) percent of the most advantageous bid. If the principals that are the subject of this law, he/she shall take sullaw, rule or contract, including but not limited to, imposing sar declaring the party in default and seeking debarment or suspense.	e Director finds contractors to be in violation of the ich action as may be appropriate and provided by actions, seeking compliance, recovering damages,			
I, the undersigned, on behalf the Vendor/Bidder, certify pursua	nt to N.J.S.A. 52:34-12.2 that:			
The Vendor/Bidder has no business operations in Northern Irel				
OR  The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.				
CERTIFICATION	<u>ON</u>			
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.				
DAY Jehk	8/31/21			
Signature	ate			
Erma Webb, Managing Member				
Print Name and Title				

Version May 27, 2021

## Exhibit H Advertising Compliance Requirement

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

#### Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

ENOCH, UT

CITY OF ST. HELENS, OR

ENTERPRISE, UT LOGAN CITY, UT EPHRAIM, UT LYMAN, UT ESCALANTE, UT LYNNDYL, UT EUREKA, UT MANILA, UT FAIRFIELD, UT MANTI, UT FAIRVIEW, UT MANTUA, UT FARMINGTON, UT MAPLETON, UT FARR WEST, UT MARRIOTT-SLATERVILLE, UT FAYETTE, UT MARYSVALE, UT FERRON, UT MAYFIELD, UT FIELDING, UT MEADOW, UT FILLMORE, UT MENDON, UT FOUNTAIN GREEN, UT MIDVALE CITY INC., UT FRANCIS, UT MIDWAY, UT FRUIT HEIGHTS, UT MILFORD, UT GARDEN CITY, UT MILLVILLE, UT GARLAND, UT MINERSVILLE, UT GENOLA, UT MOAB, UT GLENDALE, UT MONA, UT GLENWOOD, UT MONROE, UT GOSHEN, UT CITY OF MONTICELLO, UT GRANTSVILLE, UT MORGAN, UT GREEN RIVER, UT MORONI, UT GUNNISON, UT MOUNT PLEASANT, UT HANKSVILLE, UT MURRAY CITY CORPORATION, UT HARRISVILLE, UT MYTON, UT HATCH, UT NAPLES, UT HEBER CITY CORPORATION, UT NEPHI, UT HELPER, UT NEW HARMONY, UT NEWTON, UT HENEFER, UT HENRIEVILLE, UT NIBLEY, UT NORTH LOGAN, UT HERRIMAN, UT HIDEOUT, UT NORTH OGDEN, UT HIGHLAND, UT NORTH SALT LAKE CITY, UT HILDALE, UT OAK CITY, UT HINCKLEY, UT OAKLEY, UT OGDEN CITY CORPORATION, UT HOLDEN, UT HOLLADAY, UT OPHIR, UT HONEYVILLE, UT ORANGEVILLE, UT HOOPER, UT ORDERVILLE, UT HOWELL, UT OREM, UT PANGUITCH, UT HUNTINGTON, UT HUNTSVILLE, UT PARADISE, UT PARAGONAH, UT CITY OF HURRICANE, UT PARK CITY, UT HYDE PARK, UT PAROWAN, UT HYRUM, UT INDEPENDENCE, UT PAYSON, UT IVINS, UT PERRY, UT JOSEPH, UT PLAIN CITY, UT JUNCTION, UT PLEASANT GROVE CITY, UT KAMAS, UT PLEASANT VIEW, UT KANAB, UT PLYMOUTH, UT KANARRAVILLE, UT PORTAGE, UT PRICE, UT KANOSH, UT KAYSVILLE, UT PROVIDENCE, UT KINGSTON, UT PROVO, UT RANDOLPH, UT KOOSHAREM, UT LAKETOWN, UT REDMOND, UT LA VERKIN, UT RICHFIELD, UT LAYTON, UT RICHMOND, UT LEAMINGTON, UT RIVERDALE, UT LEEDS, UT RIVER HEIGHTS, UT LEHI CITY CORPORATION, UT RIVERTON CITY, UT ROCKVILLE, UT LEVAN, UT LEWISTON, UT ROCKY RIDGE, UT ROOSEVELT CITY CORPORATION, UT LINDON, UT

ROY, UT

Version May 27, 2021

LOA, UT

RUSH VALLEY, UT CITY OF ST. GEORGE, UT SALEM, UT SALINA, UT

SALT LAKE CITY CORPORATION, UT

SANDY, UT SANTA CLARA, UT SANTAQUIN, UT

SARATOGA SPRINGS, UT

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

CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT

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

SUNSET CITY CORP, UT

SYRACUSE, UT TABIONA, UT

CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT

TOQUERVILLE, UT TORREY, UT

TREMONTON CITY, UT

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

WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN, UT

WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT

WILLARD, UT

WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

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

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

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

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF

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

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII. OR

CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

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

EAST BATON ROUGE PARISH, LA

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

HARNEY COUNTY SHERIFFS OFFICE, OR

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

JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

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

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

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

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

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY. OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT

COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

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

AGRICULTURE EDUCATION SERVICE

EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO.

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

Version May 27, 2021

BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLEY IRRIGATION DISTRICT, OR

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

BAKER VALLEY VECTOR CONTROL DISTRICT,

BANDON CRANBERRY WATER CONTROL

DISTRICT, OR

BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR

BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR

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

BASIN TRANSIT SERVICE TRANSPORTATION

DISTRICT, OR

BATON ROUGE WATER COMPANY

BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT.

BEAVER DRAINAGE IMPROVEMENT COMPANY,

INC., OR

BEAVER SLOUGH DRAINAGE DISTRICT, OR

BEAVER SPECIAL ROAD DISTRICT, OR

BEAVER WATER DISTRICT, OR

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

DISTRICT, OR

BEND METRO PARK AND RECREATION

DISTRICT

BENTON S.W.C.D., OR

BERNDT SUBDIVISION WATER IMPROVEMENT

DISTRICT, OR

BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION

DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR

BIGGS SERVICE DISTRICT, OR

BLACK BUTTE RANCH DEPARTMENT OF

POLICE SERVICES, OR

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

BLACK MOUNTAIN WATER DISTRICT, OR

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

BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR

BLUE RIVER PARK & RECREATION DISTRICT,

BLUE RIVER WATER DISTRICT, OR

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

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

**GREATER TOLEDO POOL RECREATION** IMBLER R.F.P.D., OR INTERLACHEN WATER P.U.D., OR DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR IONE LIBRARY DISTRICT, OR GREEN SANITARY DISTRICT, OR IONE R.F.P.D. #6-604, OR GREENACRES R.F.P.D., OR **IRONSIDE CEMETERY MAINTENANCE** GREENBERRY IRRIGATION DISTRICT, OR DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR IRONSIDE RURAL ROAD DISTRICT #5, OR HAHLEN ROAD SPECIAL DISTRICT, OR IRRIGON PARK & RECREATION DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT. IRRIGON R.F.P.D., OR OR ISLAND CITY AREA SANITATION DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE HALSEY-SHEDD R.F.P.D., OR DISTRICT, OR HAMLET R.F.P.D., OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT. HARBOR R.F.P.D., OR HARBOR SANITARY DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR HARBOR WATER P.U.D., OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR HARNEY COUNTY HEALTH DISTRICT, OR HARNEY S.W.C.D., OR JACKSON COUNTY LIBRARY DISTRICT, OR HARPER SOUTH SIDE IRRIGATION DISTRICT. JACKSON COUNTY VECTOR CONTROL DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR JACKSON S.W.C.D., OR HAUSER R.F.P.D., OR JASPER KNOLLS WATER DISTRICT, OR HAZELDELL RURAL FIRE DISTRICT, OR JEFFERSON COUNTY EMERGENCY MEDICAL HEBO JOINT WATER-SANITARY AUTHORITY, SERVICE DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR HECETA WATER P.U.D., OR JEFFERSON COUNTY LIBRARY DISTRICT, OR HELIX CEMETERY MAINTENANCE DISTRICT #4, JEFFERSON COUNTY S.W.C.D., OR JEFFERSON PARK & RECREATION DISTRICT, HELIX PARK & RECREATION DISTRICT, OR OR HELIX R.F.P.D. #7-411, OR JEFFERSON R.F.P.D., OR HEPPNER CEMETERY MAINTENANCE JOB'S DRAINAGE DISTRICT, OR JOHN DAY WATER DISTRICT, OR DISTRICT, OR HEPPNER R.F.P.D., OR JOHN DAY-CANYON CITY PARKS & HEPPNER WATER CONTROL DISTRICT, OR RECREATION DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR JOSEPHINE COUNTY 4-H & EXTENSION HIGH DESERT PARK & RECREATION DISTRICT, SERVICE DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR JUNCTION CITY R.F.P.D., OR HONOLULU INTERNATIONAL AIRPORT JUNCTION CITY WATER CONTROL DISTRICT, HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION JUNIPER BUTTE ROAD DISTRICT, OR DISTRICT, OR JUNIPER CANYON WATER CONTROL DISTRICT, HOOD RIVER S.W.C.D., OR HOOD RIVER VALLEY PARKS & RECREATION JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR DISTRICT, OR **HOODLAND FIRE DISTRICT #74** JUNIPER FLAT R.F.P.D., OR HOODLAND FIRE DISTRICT #74, OR JUNO NONPROFIT WATER IMPROVEMENT HORSEFLY IRRIGATION DISTRICT, OR DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR KEATING R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND KEATING S.W.C.D., OR HUBBARD R.F.P.D., OR KEIZER R.F.P.D., OR **HUDSON BAY DISTRICT IMPROVEMENT** KELLOGG RURAL FIRE DISTRICT, OR COMPANY, OR KENO IRRIGATION DISTRICT, OR IN (KAY) YOUNG DITCH DISTRICT KENO PINES ROAD DISTRICT, OR IMPROVEMENT COMPANY, OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR KERBY WATER DISTRICT, OR **IDANHA-DETROIT RURAL FIRE PROTECTION** K-GB-LB WATER DISTRICT, OR DISTRICT, OR KILCHIS WATER DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, ILLINOIS VALLEY R.F.P.D., OR ILLINOIS VALLEY S.W.C.D., OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR

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KLAMATH COUNTY DRAINAGE SERVICE LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR LONG PRAIRIE WATER DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #3, OR LOOKINGGLASS OLALLA WATER CONTROL KLAMATH COUNTY FIRE DISTRICT #4, OR DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #5. OR LOOKINGGLASS RURAL FIRE DISTRICT, OR KLAMATH COUNTY LIBRARY SERVICE LORANE R.F.P.D., OR DISTRICT, OR LOST & BOULDER DITCH IMPROVEMENT KLAMATH COUNTY PREDATORY ANIMAL DISTRICT, OR CONTROL DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, KLAMATH DRAINAGE DISTRICT, OR KLAMATH FALLS FOREST ESTATES SPECIAL LOUISIANA PUBLIC SERVICE COMMISSION, LA ROAD DISTRICT UNIT #2, OR LOUISIANA WATER WORKS KLAMATH INTEROPERABILITY RADIO GROUP, LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR KLAMATH IRRIGATION DISTRICT, OR LOWER MCKAY CREEK WATER CONTROL KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT. KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR LOWER UMPQUA HOSPITAL DISTRICT, OR LA GRANDE CEMETERY MAINTENANCE LOWER UMPQUA PARK & RECREATION DISTRICT, OR DISTRICT, OR LA GRANDE R.F.P.D., OR LOWER VALLEY WATER IMPROVEMENT LA PINE PARK & RECREATION DISTRICT, OR DISTRICT, OR LA PINE R.F.P.D., OR LUCE LONG DITCH DISTRICT IMPROVEMENT LABISH VILLAGE SEWAGE & DRAINAGE, OR CO., OR LACOMB IRRIGATION DISTRICT, OR LUSTED WATER DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LYONS R.F.P.D., OR LAFOURCHE PARISH HEALTH UNIT - DHH-OPH LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR LAIDLAW WATER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR MALHEUR COUNTY S.W.C.D., OR LAKE COUNTY 4-H & EXTENSION SERVICE MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY. LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR MALHEUR DRAINAGE DISTRICT, OR LAKE DISTRICT HOSPITAL, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MALIN COMMUNITY CEMETERY MAINTENANCE LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR MALIN COMMUNITY PARK & RECREATION LAKE POINT SPECIAL ROAD DISTRICT, OR DISTRICT, OR LAKESIDE R.F.P.D. #4, OR MALIN IRRIGATION DISTRICT, OR LAKESIDE WATER DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR MAPLETON WATER DISTRICT, OR LAMONTAI IMPROVEMENT DISTRICT, OR MARCOLA WATER DISTRICT, OR LANE FIRE AUTHORITY, OR MARION COUNTY EXTENSION & 4H SERVICE LANE LIBRARY DISTRICT, OR DISTRICT, OR LANE TRANSIT DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR LANGELL VALLEY IRRIGATION DISTRICT, OR MARION JACK IMPROVEMENT DISTRICT, OR LANGLOIS PUBLIC LIBRARY, OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT. OR LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD LAZY RIVER SPECIAL ROAD DISTRICT, OR DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR LINCOLN S.W.C.D., OR LINN COUNTY EMERGENCY TELEPHONE MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR AGENCY, OR LINN S.W.C.D., OR MEADOWS DRAINAGE DISTRICT, OR LITTLE MUDDY CREEK WATER CONTROL, OR MEDFORD IRRIGATION DISTRICT, OR

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

DISTRICT, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR PORT OF ALSEA, OR OREGON COAST COMMUNITY ACTION PORT OF ARLINGTON, OR OREGON HOUSING AND COMMUNITY PORT OF ASTORIA, OR PORT OF BANDON, OR **SERVICES** OREGON INTERNATIONAL PORT OF COOS PORT OF BRANDON, OR BAY, OR PORT OF BROOKINGS HARBOR, OR OREGON LEGISLATIVE ADMINISTRATION PORT OF CASCADE LOCKS, OR OREGON OUTBACK R.F.P.D., OR PORT OF COQUILLE RIVER, OR OREGON POINT, OR PORT OF GARIBALDI, OR OREGON TRAIL LIBRARY DISTRICT, OR PORT OF GOLD BEACH, OR OTTER ROCK WATER DISTRICT, OR PORT OF HOOD RIVER, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF MORGAN CITY, LA OWYHEE CEMETERY MAINTENANCE DISTRICT, PORT OF MORROW, OR OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR OWYHEE IRRIGATION DISTRICT. OR PACIFIC CITY JOINT WATER-SANITARY PORT OF PORT ORFORD, OR AUTHORITY, OR PORT OF PORTLAND, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, PORT OF THE DALLES, OR PALATINE HILL WATER DISTRICT, OR PORT OF TILLAMOOK BAY, OR PALMER CREEK WATER DISTRICT PORT OF TOLEDO, OR PORT OF UMATILLA, OR IMPROVEMENT COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD PORT OF UMPQUA, OR DISTRICT, OR PORT ORFORD CEMETERY MAINTENANCE PANTHER CREEK ROAD DISTRICT, OR DISTRICT, OR PANTHER CREEK WATER DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PARKDALE R.F.P.D., OR PORT ORFORD R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PORTLAND DEVELOPMENT COMMISSION, OR PENINSULA DRAINAGE DISTRICT #1, OR PORTLAND FIRE AND RESCUE PENINSULA DRAINAGE DISTRICT #2. OR PORTLAND HOUSING CENTER. OR PHILOMATH FIRE AND RESCUE, OR POWDER R.F.P.D., OR PILOT ROCK CEMETERY MAINTENANCE POWDER RIVER R.F.P.D., OR DISTRICT #5. OR POWDER VALLEY WATER CONTROL DISTRICT, PILOT ROCK PARK & RECREATION DISTRICT, POWERS HEALTH DISTRICT, OR PILOT ROCK R.F.P.D., OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT PRINEVILLE LAKE ACRES SPECIAL ROAD COMPANY, OR DISTRICT #1, OR PROSPECT R.F.P.D., OR PINE GROVE IRRIGATION DISTRICT. OR PINE GROVE WATER DISTRICT-KLAMATH QUAIL VALLEY PARK IMPROVEMENT DISTRICT, FALLS, OR PINE GROVE WATER DISTRICT-MAUPIN, OR QUEENER IRRIGATION IMPROVEMENT PINE VALLEY CEMETERY DISTRICT, OR DISTRICT, OR PINE VALLEY R.F.P.D., OR RAINBOW WATER DISTRICT, OR PINEWOOD COUNTRY ESTATES SPECIAL RAINIER CEMETERY DISTRICT, OR ROAD DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, PIONEER DISTRICT IMPROVEMENT COMPANY, RALEIGH WATER DISTRICT, OR OR REDMOND AREA PARK & RECREATION PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT POCAHONTAS MINING AND IRRIGATION COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, RIMROCK WEST IMPROVEMENT DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR RINK CREEK WATER DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR RIVER BEND ESTATES SPECIAL ROAD POLK S.W.C.D., OR DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD POMPADOUR WATER IMPROVEMENT DISTRICT, OR DISTRICT, OR

PONDEROSA PINES EAST SPECIAL ROAD

ONTARIO LIBRARY DISTRICT, OR

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RIVER MEADOWS IMPROVEMENT DISTRICT, SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA RIVER PINES ESTATES SPECIAL ROAD SHANGRI-LA WATER DISTRICT, OR DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERIDAN FIRE DISTRICT. OR RIVER ROAD WATER DISTRICT. OR RIVERBEND RIVERBANK WATER SHERMAN COUNTY HEALTH DISTRICT, OR IMPROVEMENT DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR RIVERDALE R.F.P.D. 11-JT, OR SHORELINE SANITARY DISTRICT, OR RIVERGROVE WATER DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR RIVERSIDE MISSION WATER CONTROL SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR SILVER LAKE IRRIGATION DISTRICT, OR RIVERSIDE WATER DISTRICT, OR SILVER LAKE R.F.P.D., OR ROBERTS CREEK WATER DISTRICT, OR SILVER SANDS SPECIAL ROAD DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR SISTERS-CAMP SHERMAN R.F.P.D., OR ROCKY POINT FIRE & EMS, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR ROGUE RIVER R.F.P.D., OR SIUSLAW S.W.C.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR ROGUE VALLEY SEWER SERVICES, OR SKIPANON WATER CONTROL DISTRICT, OR ROGUE VALLEY SEWER, OR SKYLINE VIEW DISTRICT IMPROVEMENT ROGUE VALLEY TRANSPORTATION DISTRICT, COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR SMITH DITCH DISTRICT IMPROVEMENT ROSEWOOD ESTATES ROAD DISTRICT, OR COMPANY, OR ROW RIVER VALLEY WATER DISTRICT, OR SOUTH CLACKAMAS TRANSPORTATION RURAL ROAD ASSESSMENT DISTRICT #3, OR DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SOUTH COUNTY HEALTH DISTRICT, OR SAINT LANDRY PARISH TOURIST COMMISSION SOUTH FORK WATER BOARD, OR SAINT MARY PARISH REC DISTRICT 2 SOUTH GILLIAM COUNTY CEMETERY SAINT MARY PARISH REC DISTRICT 3 DISTRICT, OR SAINT TAMMANY FIRE DISTRICT 4, LA SOUTH GILLIAM COUNTY HEALTH DISTRICT, SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SALEM SUBURBAN R.F.P.D., OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SALISHAN SANITARY DISTRICT, OR SOUTH LANE COUNTY FIRE & RESCUE, OR SALMON RIVER PARK SPECIAL ROAD SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL SOUTH WASCO PARK & RECREATION AGENCY, OR DISTRICT, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SANDY DRAINAGE IMPROVEMENT COMPANY, DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR OR SANDY R.F.P.D. #72, OR SOUTHWEST LINCOLN COUNTY WATER SANTA CLARA R.F.P.D., OR DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT SPRING RIVER SPECIAL ROAD DISTRICT, OR #30J. OR SPRINGFIELD UTILITY BOARD, OR SCAPPOOSE DRAINAGE IMPROVEMENT ST. PAUL R.F.P.D., OR COMPANY, OR STANFIELD CEMETERY DISTRICT #6, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR SCAPPOOSE R.F.P.D., OR STARWOOD SANITARY DISTRICT, OR SCIO R.F.P.D., OR STAYTON FIRE DISTRICT, OR SCOTTSBURG R.F.P.D., OR SUBLIMITY FIRE DISTRICT, OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR

SUCCOR CREEK DISTRICT IMPROVEMENT TUALATIN VALLEY FIRE & RESCUE, OR COMPANY, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT SUMMERVILLE CEMETERY MAINTENANCE TUALATIN VALLEY WATER DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR DISTRICT, OR SUMNER R.F.P.D., OR TURNER FIRE DISTRICT, OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR SUNNYSIDE IRRIGATION DISTRICT, OR TWO RIVERS SPECIAL ROAD DISTRICT, OR SUNRISE WATER AUTHORITY, OR TYGH VALLEY R.F.P.D., OR SUNRIVER SERVICE DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR SUNSET EMPIRE PARK & RECREATION UMATILLA COUNTY FIRE DISTRICT #1, OR DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR SUNSET EMPIRE TRANSPORTATION DISTRICT, UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR SURFLAND ROAD DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT. UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA SUTHERLIN WATER CONTROL DISTRICT, OR DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR UMPQUA S.W.C.D., OR SWEET HOME CEMETERY MAINTENANCE UNION CEMETERY MAINTENANCE DISTRICT, DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT OR COMPANY, OR UNION GAP SANITARY DISTRICT, OR TALENT IRRIGATION DISTRICT, OR UNION GAP WATER DISTRICT, OR TANGENT R.F.P.D., OR UNION HEALTH DISTRICT, OR TENMILE R.F.P.D.. OR UNION R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT. UNION S.W.C.D., OR **UNITY COMMUNITY PARK & RECREATION** THE DALLES IRRIGATION DISTRICT, OR DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR TIGARD TUALATIN AQUATIC DISTRICT, OR UPPER WILLAMETTE S.W.C.D., OR TIGARD WATER DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT VALE RURAL FIRE PROTECTION DISTRICT, OR DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR TILLAMOOK COUNTY EMERGENCY VALLEY VIEW CEMETERY MAINTENANCE COMMUNICATIONS DISTRICT, OR DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR VALLEY VIEW WATER DISTRICT, OR TILLAMOOK COUNTY TRANSPORTATION VANDEVERT ACRES SPECIAL ROAD DISTRICT, DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR VERNONIA R.F.P.D., OR TILLAMOOK P.U.D., OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT VINEYARD MOUNTAIN SPECIAL ROAD COMPANY, OR DISTRICT, OR TOLEDO R.F.P.D., OR WALLA WALLA RIVER IRRIGATION DISTRICT, TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN WALLOWA LAKE IRRIGATION DISTRICT, OR TRANSPORTATION DISTRICT OF OREGON WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR TRIMET, OR WALLOWA VALLEY IMPROVEMENT DISTRICT **TUALATIN HILLS PARK & RECREATION** #1, OR DISTRICT TUALATIN HILLS PARK & RECREATION WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR DISTRICT, OR TUALATIN S.W.C.D., OR WARMSPRINGS IRRIGATION DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE WASCO COUNTY S.W.C.D., OR

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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, WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION. WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR WILLAMALANE PARK & RECREATION DISTRICT, 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, 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

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 ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT **GRANTS PASS SCHOOL DISTRICT 7** GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J

YONCALLA PARK & RECREATION DISTRICT, OR

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

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

### **HIGHER EDUCATION**

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

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



### GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* 

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: File/Vendor Number: Approval Date: Scheduled Expiration Date: 1202925423700 469323 08-APR-2021 08-APR-2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

# WEBBCO ENTERPRISES, LLC DBA

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-APR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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Office of Business Opportunity



Sylvester Turner,

Webbco Enterprises, L.L.C. DBA Visual Communication Services

is duly certified as a

# Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 19-7-13195

NAICS 541930: SIGN LANGUAGE SERVICES NAICS 541930: TRANSLATION AND INTERPRETATION SERVICES

Carecia O. Wrope

Director of Office of Business Opportunity

certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, PDBE, ACDBE and Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate form the MWDBE program or the firm's DBE firms via the following weblink: https://houston.mwdbe.com/?TN=houston.





# CITY OF HOUSTON

Office of Business Opportunity www.houstontx.gov/obo

**Webbco Enterprises LLC DBA dba Visual Communication Services** 

is duly designated as a

# HIRE HOUSTON FIRST City/Local Business (CB/LB)

Carecia D. Wright

**Director, Office of Business Opportunity** 

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm no longer satisfy the Principal Place of Business requirements of the City of Houston's Hire Houston First program. This certificate is valid as long as this company is listed in the City of Houston's Hire Houston First online directory.

# Visual Communication Services

an innovative interpreting agency

# **Qualification and Experience**

# **History**

Visual Communication Services is a dba of Webbco Enterprises, L.L.C. and was chartered in the state of Texas in June 2005. The headquarters of the corporation is located in Houston, Texas. Visual Communication Services (VCS) is an educationally focused interpreting service provider founded because of the need of quality services within the educational vertical as we recognize that education is the foundation of every individual's life and will ultimately impact their quality of life. Education access is the foundation upon which VCS was established. Erma Webb is passionate about education and had worked in the educational setting for 14 years prior to opening VCS. VCS has provided services in the Greater Gulf Coast and Central regions of Texas, as well as, California, Colorado, Florida, Illinois, Louisiana, Missouri and North Carolina over the past 16 years. We provide the following services: interpreting, translation, over the phone, and speech to text, captioning, editing/formatting, consulting, mentoring, and training services on-site, as well as, remotely.

VCS currently has contracts that ranges from \$120.00 to \$1,124,432.50. Our Annual Sales for the past 3 years has been: **2018**: \$2,034,470, **2019**: \$1,693,600, **2020**: \$1,057,490. VCS has not included a Dun and Bradstreet report; however, our Dun and Bradstreet number is 609364109, as specified in RFP 21-06. Our Public Agency sales for the last fiscal year was \$943,512. Visual Communication Services acknowledges that the following clients are Omnia Partners members and have been obtained during our contract period of July 1, 2018 through the date of this response: Texas A and M, Region 4 ESC, North Carolina with various departments utilizing the state contract. Although one of them has not made any purchases to date the others make regular purchases and these have been reported to Omnia Partners.

We have access to over 7,000 providers (interpreters, translators, and captionist) within the United States.

# **Reputation**

Visual Communication Services is a leading educational interpreting agency in the interpretation and translation industry. People say that copying is a form of flattery. Our competitors have been known to duplicate many of our attributes such as paying our providers twice a month, providing professional development training such as HIPAA, as well as providing services to the educational vertical to name a few. Some have even acknowledged in print that they watch their competitors and learn from them and that is what has made them successful. We see this as flattering and as a compliment as they look to us to lead the way in innovation from which they can benefit.

We have been asked by many of our clients to provide services in other verticals because of our exceptional service standard. We have successfully provided translation services to the medical vertical as a result of our exceptional security and HIPAA compliance measures. We have a reputation of leading in quality service within the industry. As Visual

Communication Services has grown exponentially over the years based on our quality of exceptional services, as well as, our reputation, simply by doing what is right for everyone involved in every language and communication exchange. VCS will continue to do as we have done for the past 16 years. We desire to be the best at what we do and are not willing to compromise upon exceptional services in order to gain market share.

In recent years, we have initiated a collaborative model with several language companies in order to enhance each other's services. As this is working quite nicely for all involved we will continue to seek companies to collaborate with that will enhance our services to our clients. We are also known for being honest and detailed oriented.

As we were founded on the need for quality of service in the educational vertical, we believe this has opened doors into other verticals in which we serve today. Other verticals have approached us regarding providing services to them as they have recognized our commitment in providing exceptional service and appreciate our high standards. Our approach to providing services considers every stakeholder involved and selection of providers is based on their expertise in the specified assignment criteria. Since our foundation is in providing services within the educational vertical we have sought interpreters, translators and speech-to-text providers with degrees within that given field. Understanding what an individual is saving because of one's background is vastly different than understanding what an individual is saying because you speak the same language. Therefore, the quality in service is equally vastly different in depth and breadth of the information that is conveyed. Our clients tell us that they have chosen us because we are dependable and arrive on time ready to work. We are driven to do the right thing for everyone involved. Our reputation within the industry is that we are an educational interpreting agency. Other agencies refer clients to us because of our expertise within the educational vertical and because we are seen as a leader within the field of educational interpreting.

# **Key Employees**

Erma Webb, Managing Member, has been in the education vertical for over 30 years providing services to individuals that are Deaf/Hard of Hearing. She has held positions within the independent school district from the classroom up through administration. She oversees every aspect of Visual Communication Services and is extremely passionate about everything she does. She has high standards and works to ensure that Visual Communication Services maintains exceptional services standards in everything that we do. She maintains memberships in professional industry organizations in order to stay abreast of industry changes. The Managing Member is involved in every facet of the operations of Visual Communication Services and oversees the day to day business of the organization.

Gerald Webb, Security and Compliance Manager, has over 35 years of experience in the IT industry and is a state licensed investigator, as well is Double Board Certified; ISACA. He works to ensure that all information at Visual Communication Services is kept confidential and secure. He leads trainings regarding HIPAA and performs our required Risk Assessments. He is also responsible for ensuring that all of Visual Communication Services technology is maintained and functioning.

Rie Finney, Human Resource and Accounting Manager, has over 33 years of experience in Human Resources and Accounting. She works tirelessly to ensure that our provider's files are up to date, as well as, ensuring that they receive their paychecks in a timely manner. She constantly is reviewing and ensuring our invoices are accurate and takes measures to correct any error expeditiously. She works with our translation department to ensure that our quality standards are maintained and supports client accounts. She maintains professional organization memberships in order to stay abreast of industry changes.

Jeanna Thomas, Marketing and Sales Manager, has over 31 years of experience in marketing. Her bachelor of arts is in marketing and she also has a minor in international business. She also coordinates our services here at Visual Communication Services. She not only speaks to clients regarding our services but she is also part of our implementation team that works to ensure services are provided. She regularly interacts with all of our clients ensuring that they are satisfied with our services. She leads our customer service initiative as well ensuring that we maintain our 100% satisfaction guarantee.

The following is a list of VCS point of contacts to further demonstrate our collaboration with our clients and answer specific questions as they arise when doing business with our firm:

- Questions regarding coordination of services would be directed to the Coordinator, Jeanna Thomas, and then if need be proceeding in the following order: Human Resource, Rie Finney, and lastly, Erma Webb.
- Questions regarding an invoice or payment would be directed to Accounting, Rie Finney and then if need be Erma Webb.
- Questions regarding VCS' philosophy or additional services offered can be directed to Sales, Jeanna Thomas, and then if need be Erma Webb.
- Questions regarding advertising, marketing and sponsorship can be directed to Marketing, Jeanna Thomas and lastly, Erma Webb.
- Erma Webb shall serve as the contract point of contact for Region 4, ESC and Omnia Partners.

Erma Webb, Managing Member, offices in Houston, Texas and can be reached via phone 877-404-7713 extension 102 or emailed at <a href="mailto:ermawebb@vcsoncall.com">ermawebb@vcsoncall.com</a> Rie Finney, HR and Accounting Manager, offices in Houston, Texas and can be reached via phone 281-617-2278 or email at <a href="mailto:accounting@vcsoncall.com">accounting@vcsoncall.com</a> Jeanna Thomas, Marketing, Sales, Service Manager, offices in Flower Mound, Texas and can be reached via phone 281-733-2905 or via email at <a href="mailto:marketingsales@vcsoncall.com">marketingsales@vcsoncall.com</a>

Jerry Webb, Security, Compliance and IT Manager, offices in Houston, Texas and can be reached via 281-914-4892 or via email at <a href="mailto:ierrywebb@vcsoncall.com">ierrywebb@vcsoncall.com</a>

VCS' ongoing support is structured as a collaborative team partnership in that, we continually share information that we receive from the consumer or the location with the client appointed point of contact and vice versa. The coordinator email is monitored 24 hours by 7 days a week and those on call are brought up to speed on everything outstanding or assigned during their on call hours; so that, they can assist with any and all information needed. As a team every client has a sales, coordinator and accounting

representative to answer any and all questions per request. Each team member will have access to client request and information to be able to answer or direct the client to the appropriate team member for the answer. As always Erma Webb, Managing Member of VCS, is kept abreast of all happenings and she can be contacted for assistance as well.

# **Government Experience**

When VCS opened in 2005, one of our first clients was Federal Emergency Management Agency (FEMA) because of Hurricane Katrina and Rita. Although we were new as a company at the time we stepped forward to ensure individuals impacted by these two hurricanes had service and access to information in order to get their lives back after the devastation. We provided services to evacuees for over 6 months assisting them in getting their lives in order after these disasters. We understand the communication need and how valuable access is in order to recover from such devastation. VCS has provided services to government entities related to this RFP within the following categories: Criminal Justice: Court, Correctional, Legal system with the state Attorney General Office, state Health and Human Services, Municipalities, City and County Health agencies, Federal Immigration Services, Federal Emergency Management Agency, various state Public Instruction and Health Agencies, and Independent School Districts around the nation to meet their communication access.

# **Customization Solutions**

Visual Communication Services has employee and contractors as service providers: interpreters, translators and speech-to-text providers. We have interpreters within the state of Texas, California, Colorado, Florida, Illinois, Louisiana, Missouri and North Carolina, as well as, access to additional freelance providers nationwide.

Our call center is located in Houston, Texas, as well as, since COVID-19 our providers have taken measures to ensure that their home office meets privacy and security standards and are able to provide secure and confidential services remotely as a result. We have provided services remotely using various platforms such as but not limited to MS Teams, Zoom, Google Meets, WebEx, etc. Our approach is to provide services using the platforms that our clients prefer unless they ask us for recommendations. At which time we are able to assess their needs and make recommendations that are best suited for the purpose they are wishing to use the platform. Since COVID-19 we have seen an increased demand for remote services.

Although VCS had our own platform for services, we decided to adjust to utilize our client's platforms during COVID-19 as we recognized that the nation was in the midst of a pandemic and that our clients were already under an extreme amount of pressure and that it was easier for us to adjust, relieving any additional stress on our clients to learn something else new.

In addition the following customizations of services have been born out of various circumstances and requests of our clients over the years: Translation: Spoken and Written, Service Abroad, Sign Language Classes

Translation: spoken services were born from an award of an RFP on an added value service. We were able to fulfill the client's request 99.6 percent of the time. Spoken translation services grew in order to meet another client's need for onsite dependable quality service even though they were a substantial distance from the metropolitan area and has been part of our services for the past 5 years. This particular client was experiencing a subpar service due to their distance from the metropolitan area. We were already providing onsite interpreting services when they approached us and inquired as to whether or not we could provide spoken translation services as well. We said yes and began the process of recruiting and partnering with a HUB/Veteran Owned certified language company to ensure that if we couldn't provide the services in house that our partners would be able to fulfill our commitment. As time has progressed we have utilized our subcontractor less and less and am happy to say that quality of service continues to rise.

As our provider pool grew for spoken translation services, clients began requesting written translation services. We secured the personnel and collaborative partners necessary to meet the demands. As such we have been providing continued services for an out of state educational agency for the past year.

They have been so pleased with our services that they have since referred fellow state agencies to us.

Our study abroad access services were born out of a client need with a student in their study abroad program. We committed to see that the student had complete access in order to participate in the program fully. Upon researching and securing all work requirements, housing accommodations and personnel services were provided and access was successful for all participants.

Our sign language class services were born from the need of the 8<sup>th</sup> largest school district in the nation. We were already providing services for the Special Education Department at the time on one of their campuses. They reached out to us to see if we could teach sign language to a group of their parents. We hired the appropriate qualified personnel and Saturday sign language classes were born.

During the pandemic we also initiated our sight translation services that could be digitized and posted on websites for information access throughout a critical time in our nation's history.

We strive to meet the needs of our clients no matter what the need. We are poised and able to collaborate with other entities who have the expertise in various industries that afford us the ability to accomplish products that our clients seek.

# **Certifications**

Webbco Enterprises is Women Owned Business Enterprise through the City of Houston, as well as, a participant in the Hire Houston First initiative. We are also HUB certified through the state of Texas. Although we are not a HITRUST certified company as we do not store medical record data we do value HIPAA and security measures and have Gerald Webb oversee and ensure we remain in compliance with HIPAA and HB300 regulatory compliance and undergo regular training as well as periodic Risk Assessments.

# **Providers/Evaluation/Training Standards**

Visual Communication Services has employee and contractors as service providers: interpreters, translators and speech-to-text providers. We utilize the following organizations: BEI, RID, ATA, Berlitz, NCRA, TCRA, and Typewell as qualifying performance competencies in order to work with us. We have interpreters within the state of Texas, California, Colorado, Florida, Illinois, Louisiana, Missouri and North Carolina, as well as, access to additional freelance providers nationwide.

Our call center is located in Houston, Texas, as well as, our collaborative agency has a call center in Raleigh, North Carolina. Due to COVID-19 pandemic measures were taken by our providers to establish secure private rooms to ensure that services remained intact. As such these additional locations have also passed compliance standards and remain active to date ensuring that services continue to be available throughout any natural disaster.

Visual Communication Services has access to over 7,000 providers around the nation which are inclusive of interpreters, translators, CART, and speech-to-text providers.

The following is a list of some of their certifications, years of experience and degrees held by interpreters, translators, CART providers that could provide services to Region 4:

# **Spoken Language Providers:**

- Spanish-English, HIPAA
- Somali-Arabic Egyptian, HIPAA
- Arabic (Egyptian)-Modern Standard Arabic, Certified Court Interpreter, HIPAA
- Arabic (Sudanese)-Arabic Iraqi, Arabic Egyptian, Arabic Chadian, Arabic Libyan, BTG
- Spanish, BTG
- Arabic (Modern Standard), HIPAA
- Spanish-English, Certified Medical Interpreter
- Spanish, BTG, HIPAA
- Chinese Mandarin, BTG
- Vietnamese, HIPAA
- Spanish, HIPAA
- Arabic (Egyptian)-French, Certified Medical Interpreter
- Haitian Creole-Spanish, Certified Medical Interpreter
- Nepali, BTG, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Spanish, ATA
- Arabic (Iraqi)-Arabic, Certified Medical Interpreter
- Soninke (Sarakhole), HIPAA
- Chinese Mandarin-English, HIPAA
- Punjabi-Hindi, Urdu, Certified Medical Interpreter
- Bosnian-Arabic, Persian, ATA
- Arabic (Iraqi)-Modern Standard Arabic and the rest of the Arabic dialects, BTG

- Arabic (Iraqi)-Arabic other dialect, Certified Medical Interpreter
- Spanish, HIPAA
- Arabic (Egyptian)-Arabic other dialects, HIPAA
- Spanish-English, HIPAA
- German-German, Certified Medical Interpreter
- Russian-English, Certified Medical Interpreter
- Arabic (Egyptian)-Arabic (Iraqi), Certified Medical Interpreter, HIPAA
- Somali, BTG, Certified Medical Interpreter
- Spanish-n/a, HIPAA
- Arabic (Sudanese)-Somali English Arabic Swahili Borana, BTG
- Somali-Swahili and Maimai, ATA, BTG, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Spanish, ATA, Certified Medical Interpreter
- Spanish, Certified Medical Interpreter
- Farsi, Certified Medical Interpreter
- Farsi-Dari/Persian, BTG, Certified Medical Interpreter, HIPAA
- Arabic (Modern Standard), Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Arabic (Modern Standard)-Assyrian, Certified Medical Interpreter, HIPAA
- Arabic (Iraqi)-English, Swahili, ATA, Certified Medical Interpreter, HIPAA
- Hmong, HIPAA
- Arabic (Egyptian)-French and English, BTG
- Nepali, HIPAA
- Arabic (Modern Standard)-Arabic all dialects, ATA, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Spanish-English, HIPAA
- Urdu-Hindi, Punjabi, HIPAA
- Somali, BTG, HIPAA
- Arabic (Iraqi), ATA, Certified Medical Interpreter
- Korean-English, HIPAA
- Bosnian-Serbo-Croatian, BTG, Certified Medical Interpreter, HIPAA
- Vietnamese, Certified Medical Interpreter, HIPAA
- Arabic (Iragi)-English, BTG, HIPAA
- Chinese Mandarin, Certified Court Interpreter, Certified Medical Interpreter
- Spanish, HIPAA
- Arabic (Iraqi)-English, HIPAA
- Spanish, Certified Medical Interpreter, HIPAA
- Arabic (Iraqi)-English, HIPAA
- Chinese Mandarin-English, HIPAA
- Arabic (Yemeni), Certified Medical Interpreter
- Chinese Cantonese-English, HIPAA
- Vietnamese, HIPAA
- Amharic-Tigrigna and English, ATA, BTG, Certified Court Interpreter, Certified Medical Interpreter, HIPAA

- Arabic (Modern Standard), HIPAA
- Arabic (Modern Standard)-French, ATA
- Arabic (Iraqi)-English, Certified Medical Interpreter
- Spanish-English, Certified Medical Interpreter, HIPAA
- Arabic (Modern Standard)-All other ARABIC dialects and French, Certified Court Interpreter
- Farsi-Dare, Certified Medical Interpreter, HIPAA
- · Amharic-Hadiya, Certified Medical Interpreter
- Albanian-Serbo-Croat, Bosnian, Macedonian, Certified Court Interpreter, Certified Medical Interpreter
- Igbo-English, Pidgin, Hausa, Yoruba, French, ATA
- Arabic (Modern Standard)-Arabic, French, English, ATA, BTG
- Korean, ATA, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Arabic (Moroccan)-Arabic MSA, French, ATA
- Afghani-Russian, Turkish, Persian, English, Certified Medical Interpreter
- Chinese Mandarin-English, Certified Medical Interpreter
- Spanish-English, Certified Medical Interpreter
- Spanish, Certified Medical Interpreter
- Spanish, Certified Medical Interpreter, HIPAA
- Chinese Cantonese-Mandarin/Taishanese, Certified Medical Interpreter
- Spanish, Certified Medical Interpreter, HIPAA
- French-Spanish, Certified Court Interpreter
- German, HIPAA
- Spanish, BTG
- Spanish, Certified Medical Interpreter
- French Creole-Haitian Creole, Certified Medical Interpreter, HIPAA
- Indonesian-English, BTG, Certified Court Interpreter, HIPAA
- French-French Canadian, Certified Medical Interpreter, HIPAA
- Arabic (Modern Standard)-Arabic Egyptian and Iragi, HIPAA
- Arabic (Modern Standard), HIPAA
- Arabic (Iraqi), Certified Medical Interpreter
- Arabic (Modern Standard)-All Arabic. Certified Medical Interpreter
- Soninke-Fulani, Pulaar, Certified Court Interpreter, Certified Medical Interpreter
- Arabic (Egyptian)-Italian and English, BTG
- French-Haïtian Creole, Certified Court Interpreter
- Haitian Creole, HIPAA
- Spanish-French, Italian, Portuguese, ATA, BTG, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Arabic (Modern Standard)-Arabic (All Dialects ) and French, Certified Medical Interpreter
- Arabic (Modern Standard)-Levantine, Egyptian, Sudanese dialects, French (Fluency), Certified Medical Interpreter
- Spanish, HIPAA

- Arabic (Iraqi)-Turcoman, Kurd i, Turkey and some Farsi, Certified Court Interpreter, Certified Medical Interpreter
- Hausa-Akan (Twi), Arabic (MSA), GA, ATA, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- French-Lingala, Kikongo, HIPAA
- Chinese Mandarin, Certified Court Interpreter, Certified Medical Interpreter
- Russian, HIPAA
- Spanish, HIPAA
- Spanish, HIPAA
- Arabic (Modern Standard)-Arabic Dialects in North Africa Mid-East, BTG, Certified Medical Interpreter
- Russian-Ukrainian, English, HIPAA
- Russian, HIPAA
- Russian-Ukrainian, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Dari-English, Farsi, Pashto fair, Urdo fair, Certified Court Interpreter, Certified Medical Interpreter
- Arabic (Egyptian), HIPAA
- Spanish, HIPAA
- Somali-Maay Maay, Certified Court Interpreter, Certified Medical Interpreter
- Spanish-English, HIPAA
- Spanish-English, BTG
- Spanish, HIPAA
- Haitian Creole-French, Spanish, Certified Medical Interpreter, HIPAA
- Chinese Mandarin-Shanghainese, BTG
- Somali-English, Arabic, Swahili, BTG
- Pashto-Urdu, Hindi, Punjabi, Hindko, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Pashto-Urdu, Punjabi & Hindi, ATA, Certified Court Interpreter
- Arabic (Iraqi)-English, BTG
- Japanese, Certified Medical Interpreter
- Russian, Certified Court Interpreter, Certified Medical Interpreter
- Hausa, HIPAA
- Portuguese (Brazilian)-Japanese, English, Spanish, Certified Court Interpreter
- Swahili-Kikuyu, Kikamba, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Vietnamese, Certified Medical Interpreter, HIPAA
- Arabic (Iraqi)-Modern Standard, Egyptian, Levantine, Certified Court Interpreter, Certified Medical Interpreter
- Kinyarwanda-English, French, Kirundi, Lingala, Luganda, Certified Court Interpreter
- Spanish, Certified Medical Interpreter
- Spanish-English, Certified Medical Interpreter, HIPAA
- Spanish, HIPAA

- Spanish-English, ATA
- Spanish-French and English, ATA
- Spanish, HIPAA
- Spanish, HIPAA
- Hungarian-Russian, Albanian, Serb/Croat, Sicilian, Spanish, Italian, Armenian, ATA
- Spanish, Certified Medical Interpreter, HIPAA
- French Canadian-French Creole, Certified Medical Interpreter
- Haitian Creole-French, HIPAA
- Haitian Creole-English, Certified Court Interpreter
- Haitian Creole-French, HIPAA
- Punjabi-Urdu / Hindi, HIPAA
- Haitian Creole, HIPAA
- Haitian Creole-French, English, & Spanish, Certified Medical Interpreter, HIPAA
- Chinese Cantonese-Chinese Mandarin, Certified Medical Interpreter
- Chinese Mandarin HIPAA
- Spanish, Certified Court Interpreter
- Spanish, Certified Medical Interpreter
- Spanish-English, HIPAA
- Spanish-English, Certified Medical Interpreter
- Hindi-Urdu, Bhojpuri, Fijian Hindi, Certified Medical Interpreter, HIPAA
- English, Punjabi, Hindi, HIPAA
- Portuguese (Brazilian), HIPAA
- Farsi-Russian, Turkish, Persian, Certified Medical Interpreter
- Fulani-Soninke, Sarahule, Pulaar, Certified Court Interpreter
- French, Certified Medical Interpreter, HIPAA
- Afghani-Arabic & Farsi, ATA
- Arabic (Egyptian)- Arabic (MSA), Certified Medical Interpreter
- Hausa-English, Certified Court Interpreter
- Arabic (Iragi), Certified Medical Interpreter
- Yoruba-English, Certified Court Interpreter
- Arabic (Modern Standard)-Arabic all dialects, Certified Court Interpreter, Certified Medical Interpreter
- Spanish, Certified Medical Interpreter
- Spanish-English and Portuguese, HIPAA
- Spanish-English, HIPAA
- Spanish, HIPAA
- Spanish, Certified Court Interpreter, Certified Medical Interpreter, HIPAA
- Spanish-Spanish, HIPAA
- Kinyarwanda-Kirundi, Kinyamulenge, Luganda, Lunyankole, Rukiga, Lunyoro, Rutoro, Certified Medical Interpreter, HIPAA
- Spanish-English, HIPAA
- Spanish, BTG
- Spanish-English, HIPAA

- Spanish, Certified Medical Interpreter, HIPAA
- Spanish, Certified Medical Interpreter
- Arabic (Egyptian)-Levantine, BTG, HIPAA
- Spanish-English, HIPAA
- Spanish, Certified Medical Interpreter
- Spanish-English, Certified Medical Interpreter
- Spanish-English, ATA, Certified Medical Interpreter, HIPAA
- Spanish, Certified Medical Interpreter
- Somali, Certified Medical Interpreter
- Spanish, BTG, HIPAA
- Turkish-Farsi, English, HIPAA
- Korean-Chinese Mandarin, Certified Medical Interpreter, HIPAA
- Arabic (Egyptian)-Arabic (Modern Standard and Iraqi), Certified Medical Interpreter, HIPAA
- Yoruba-English, HIPAA

# **Sign Language Providers:**

- Certified RID NIC Master and Texas BEI II with 40 years of experience
- Certified BEI Master with 13 years of experience
- Certified RID NIC Advanced with 50 years of experience
- Certified BEI Master and Court and RID CSC with 32 years of experience and a Bachelor of Business Administration in Accounting
- Certified BEI V and RID CSC with 46 years of experience and an Associate in Applied Science in Business Administration
- Certified BEI IV, Court and RID CI/CT with 35 years of experience and a Bachelor in Psychology
- Certified NAD III with 15 years of experience and a Bachelor of Arts in Anthropology
- Certified RID NIC and EIPA 4.1 with 11 years of experience and a Master in Education
- Certified RID NIC with 16 years of experience and a Bachelor of Arts in Psychology with a minor in Speech and Hearing with a Teaching Certificate in Special Education.
- Certified BEI Advanced and RID CI, CT and NIC Advanced with 22 years of experience and Master of Arts in Interpretation
- Multiple Certified Texas Advanced with 6 and 7 years of experience with an Associate of Applied Science
- Certified BEI Advanced with 7 years of experience and a Bachelor of Science in Elementary Curriculum
- Certified BEI Advanced and RID NIC with 6 years of experience and Associate in Applied Science in ASL/English Interpretation
- Certified BEI Advanced with 19 years of experience and an Associate in Applied Science
- Several Certified BEI Advanced with 4-5 years of experience
- Certified BEI Advanced with 4 years of experience and a Bachelor of Science in Kinesiology
- Several Certified Texas Advanced with 2 years of experience with a Bachelor of Science and Communications

- Multiple Certified Texas BEI III with 12 and 23 years of experience with a Bachelor of Science in Deaf Education and an Associate of Applied Science in Interpreting
- Several Certified Texas BEI III with 6 to 9 years of experience with an Associate of Applied Science
- Certified Texas BEI III and RID NIC with 19 years of experience with some college hours in Deaf Education
- Certified BEI III, Court and RID CI with 13 years of experience and a Master of Social Work from Gallaudet University
- Certified BEI III with 28 years of experience and an Associate of Applied Science in Interpretation
- Certified BEI III with 38 years of experience and Bachelor of Science in Deaf Education
- Certified Texas BEI II with 16 years of experience with a Master of Science in Deaf Education
- Certified BEI I with 10 years of experience and a Bachelor of Science in Leadership
- Certified BEI I with 13 years of experience and a Master of Science in Audiology with a Minor in Education
- Certified BEI I with 15 years of experience and a Bachelor of Science in Deaf Education
- Certified Texas BEI I with 9 years of experience with a Bachelor of Arts in English
- Certified Texas BEI I with 7 years of experience with Bachelor of Arts in Business
- Multiple Certified Texas BEI I with 2 to 33 years of experience with an Associate of Applied Science
- Certified BEI Basic with 2 years of experience and an Associate in Applied Science in Interpreting
- Certified BEI Basic with 4 years of experience and an Associate in Applied Science in Communication Studies in Sign Language Interpreting
- Certified BEI Basic and EIPA 3.5 with 3 years of experience and a Bachelor of Arts in ASL-English Interpretation
- Certified BEI Basic with 5 years of experience and a Bachelor of Arts in Interpretation
- Certified BEI Basic with 4 years of experience and an Associate in Liberal Arts
- Certified BEI I with 12 years of experience and an Associate of Applied Science in Sign Language Interpreting
- Certified BEI Basic with 8 years of experience and currently has 56 credit hours toward Bachelor of Arts in American Sign Language
- Certified BEI I with 8 years of experience and an Associate in Applied Science
- Certified BEI I with 11 years of experience and a Bachelor of Applied Arts and Science
- Certified BEI Basic with 3 years of experience and Associate of Applied Science in Interpreting
- Certified BEI I with 21 years of experience
- Certified BEI Basic with 7 years of experience and a Bachelor of Arts in American Sign Language and a Minor in Spanish
- Certified BEI Basic with 2 years of experience and a Bachelor of Arts in American Sign Language

 Certified BEI I with 15 years of experience and a Master in Business Administration

# Speech-to-Text (CART) Providers

- Certified CSR, Texas CART Level I with 20 years of experience and an Associate's Degree
- Certified CSR, RPR, RMR, Level V Certified CART Provider, CRR and CCP with 34 years of experience and an Associate's of Applied Science in Court Reporting
- Certified CSR,RPR,CRR,N,CAT and Texas CART Certified: IV with 24 plus years of experience
- Remote Certified RPR,CRR,CBC,CCP with 40 years of experience
- Certified CRR,CRC,RMR,CSR,RPR CP with 39 years of experience
- Certified RPR with 22 years of experience and an AAS in Court Reporting
- Certified RPR
- Certified RMR,CRR
- Typewell transcriber with 19 years of experience, and 2 years of college
- Typewell transcriber with 8 years of experience, and an AAS in an ITP
- Typewell transcriber with 16 years of experience, and an Master of Science
  Degree in Vocational Rehabilitation Counseling for Deaf and Hard of Hearing
  Individuals and a Bachelor of Arts Degree in ASL, also RID Certified CI/CT, Ed:K12
- Remote Typewell transcriber with 10 years of experience.

# **Translation Checks and Balances**

Once the editable source language document that is being translated is received it is assigned to a certified translator for translation to the specified target language and work commences. We have a quality assurance process for these documents that consists of: peer review and editing, market testing and final editing prior to sending the final product to the client. Should a client request an edit, these are done at no charge as long as it is within the initial 30 days after product delivery. Once the client accepts the final product then services are invoiced.

# **Call Centers**

Visual Communication Services has a call center in Houston, Texas and an agency with whom we have an ongoing collaboration has a call center in Raleigh, North Carolina, as well as, our decentralized remote service locations throughout the United States.

### **Disaster Continuity Plan**

We have double redundancy built into our infrastructure to ensure that we do not go down. One location has a generator which is maintained and tested monthly. Backups are performed daily to ensure that we are always able to access the most current information should a disaster occur.

# **Past Litigation**

Webbco Enterprises LLC dba Visual Communication Services has previously been sued by a competitor. Webbco Enterprises LLC Visual Communication Services was found to have done nothing wrong or illegal and was completely exonerated of all charges and claims made against us.

# **HIPAA/Privacy/Confidentiality/Security Compliance**

As Visual Communication Services values confidentiality on all levels we are HIPAA compliant. All computer user activity is monitored via firewall logs, security tools, and active directory and server logs. All workstations have antivirus and antimalware installed and are up to date and are monitored via active directory and server tools. The firewall and security appliance monitors and logs all inbound and outbound internet traffic contains subscription based antivirus with virus definitions updated live without user intervention required, subscription based anti-malware and anti-ransomware with definitions updated live without user intervention required, as well as, subscription based web filtering and anti-phishing are also maintained. There are not any 3<sup>rd</sup> party vendors involved. Company policy is non transmittal of ePHI and / or PII unless approved by IT security first. If an exception is needed and prior approval granted, ePHI or PII information that must be transmitted is de-identified via in-house security expert determination in accordance with § 164.514 )b)(1) or via safe harbor § 164.514 )b)(2) under the assistance of IT security personnel. All staff attends training every 2 years for federal HIPAA Privacy, Security, Omnibus, and HB300 per Texas state law.

VCS' servers are located in a secured and locked server room which is separate from all other office rooms. We have video surveillance used for physical access inside of office, workstations, and server rooms. The building where Visual Communication Services headquarter and satellite offices are locked, as well as, the property management buildings are under 24 hours by 7 days week surveillance and are locked via physical and digital access entry.

# **BEI/RID Certified**

Visual Communication Services sends BEI and RID certified personnel to assignments as this is our standard business practice. On occasion we have had clients request precertified interpreters for specific assignments and although we comply with client requests we take measures to ensure that these pre-certified individuals meet the following standards: have graduated from an accredited Interpreter Training Program, have taken and passed the Texas English Proficient Exam and are actively pursuing their certification. We maintain a supportive training stance to ensure they reach certification.

# Marketing/Sales

Visual Communication Services plans to market the award of the Region 4 Education Service Center in the following manner within the first 90 days of the award date:

 A co-branded press release within first 30 days – Deaf Network and local community newspapers, such as, the Houston Chronicle

- Announcement of award will be added to the VCS website: www.vcsoncall.com.
- Co-branded collateral pieces using Region 4 logo will be added to brochures as they are distributed.
- Advertisement of contract notice of award will be placed as an ad in the industry Views magazine.
- The Region 4 logo will be included in trade shows we attend.
- Dedicated Omnia Partners and Region 4 ESC internet web-based homepage with Omnia Partners and Region 4 ESC Logo will be done.
- A link to the Omnia Partners and Region 4 ESC website will be included on VCS' website; www.vcsoncall.com.
- Summary of contract and services offered will be provided upon request.
- As part of our due diligence documents including; copy of solicitation, copy of contract and any amendments, marketing materials will be provided upon request.

The benefits through award of the Region 4 contract support VCS in enabling Region 4 to continue to meet the communication needs of the Deaf/Hard of Hearing/Hearing community it serves. Providing interpreters to the D/HH/H employees, vendors and consumers of Region 4 creates a stronger educational and work environment leading to success. This strong environment through equal access communication can be demonstrated to other eligible entities by an increased positive work culture, increased productivity and testimonies of success to both online and print publication. Providing communication access through VCS is a vital resource to maintain, improve and add services to Region 4.

We will send electronic notifications of the award to clients identified as Omnia Partner Members. We will also provide any future clients that fall within this RFP notice of the award when we are contacted to respond to their RFP.

VCS sales force is trained by our Marketing/Sales Manager first in company knowledge and services content. Upon having a strong understanding of our core values, mission and services they will attend one of our conferences with the Marketing/Sales Manager to have hands on training in marketing VCS face to face to potential clients and consumers. Each staff member is provided with content training and a packet of company brochures to have with them at all times to be able to give to a potential customer on site at an appointment when asked.

VCS will provide logos as needed for marketing communication and promotions for Region 4 ESC and agrees to their reproductions.

Provide the Contract Sales that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$0 in year one

\$0\_ in year two

\$0\_ in year three

As our services are on an as needed bases, as well as, RFP 21-06 does not guarantee any sales in conjunction with being awarded a contract. We will commit to pay the 3%

administrative fee on all Omnia Partner Member sales throughout the term of the contract.

Visual Communication Services has responded to various solicitations in all three ways as outlined within RFP and has consistently not experienced success in receiving additional sales. Although we have received awards utilizing these approaches there hasn't been any sales from such awards. These specific services are for individuals that fall within a low incidence population; therefore, simply contacting Omnia Partners Public Sector list is an ineffective approach to achieving sales of the magnitude desired and listed within RFP 21-06.

Visual Communication Services did an all hands on deck approach during the Spring of 2020 reaching out to the Public Sector list provided by Omnia Partners and many if not all had never heard of Omnia Partners nor knew they were a member of the organization. We were successful in being able to send information to these entities; however, we did not receive any ROI on these efforts. We have found it more effective to respond to inquiries for our services from states and local municipalities as they already recognize their need for these specific services due to having experience with their citizen population seeking access. Following this approach we were able to make a \$124,000 sale in one particular state with Omnia Partners.

### **Administration**

Reporting the monthly sales through this agreement will be done via an excel spreadsheet on the RFP21-06 specified form. We do not anticipate having any problems meeting the requirement of this RFP. Providing managed reports that include the location, time and attendance for each eligible agency should not be a problem either as this, too, can be accomplished through our accounting software.

# **Green Initiatives**

In 2011 Visual Communication Services began our green initiative by emailing all of our invoices to our clients, as well as, we discontinues paper requests that would be filed. We accomplished this through using an electronic filing system in 2013. We have further reduced the use of paper by receiving and filing applications and resumes through electronic means as well. When request presentations or preparation material is received from our clients we share the information with our interpreters through an electronic format as well. Overall, Visual Communication Services has utilized electronic means when at all possible in order to reduce and minimize our impact on the Earth's climate. Our green initiative is incorporated into every aspect of how we do business.

### **Diversity Program**

Although Visual Communication Services does not have a diversity program specifically we do recognize the value in diversity and having different perspectives within an organization. We often engage others with differing opinions to ensure that we are considering all stakeholders in every decision that we make on a daily basis.

# **Visual Communication Services**

an innovative interpreting agency

### Value Add

As Visual Communication Services has been in business for 16 plus years, we have a core team that has worked tirelessly together with our clients and fully understand their ins and outs and how to best support them as a cohesive team.

We not only have our individual responsibilities but we also cross train in order to ensure client receive services even when one of our team members is out. This is valuable to our clients as they are not left without services. I also believe this is unique to Visual Communication Services as in speaking with fellow agency owners they have stated they wouldn't know the first step in securing services if their coordinator were to ever be out. This is true in every department of Visual Communication Services as we value cross training in order to ensure coverage and services for all.

For one of our clients we actually coordinate services for their campuses, in that we reroute interpreters as we learn that students are absent and alert the campus point of contact where their interpreters are at any given class period. We are told that this support reduces their work load and is appreciated.

Another added service especially during these trying times is that we work with the client and consumers to see that they receive service. We care. We do everything we can to ensure service even during these trying times we continue to show up and do everything we can for our clients. Some agencies might simply state that there isn't anyone available; however, we at Visual Communication Services try to seek alternative service to ensure that coverage is obtained whether it means moving interpreters around in order to meet various criteria or if it means changing services or recommending another comparable service we will go the extra mile to see that coverage it achieved. Recently we were contacted by a funeral home for service. Several agencies responded that they didn't have anyone available. Visual Communication Services was in the same situation until something opened up by a client contacting us and asking if their student didn't show could we send the interpreter to cover the funeral. With everyone in agreement then services were able to be provided for this family during this difficult time. We certainly couldn't have done it without the assistance of our client; however, because we work so hard to be a team member we were able to make it happen and achieve service for a family in time of need.

In addition to the services offered through RFP 21-06, Visual Communication Services also offers: Consulting, Mentoring and Professional Development training. If these services might be of interest, description is provided within our brochure in the back of this proposal and listed on the pricing schedule.

The fringe benefits of choosing Visual Communication Services include but are not limited to the following:

Hands On Approach-Coordination when applicable and hands on oversight of services

- Access to additional services at the 10<sup>th</sup> of an hour rate should the situation require
- Flexibility to ensure appropriate accommodations
- Assistance in maximizing services
- Continual communication regarding services and quality
- Customer service guarantee
- **Hands on** approach regarding services, invoices, training, and conflict resolution –bracketed info had previously been under capability section

We ask that the following items be considered when selecting a vendor and reviewing our proposal:

Seek expertise in the primary service that will be most utilized by Region 4.

Our experience in collaborating with other agencies regardless of spoken language services or sign language services has proven that the primary service has driven their establishment and is the place from which all decisions are made. This overwhelming tendency has been the foundational service that drove the entity into establishment. At Visual Communication Services we originated as a sign language service provider specifically for the educational vertical due to the need for quality service during the foundational years of an individual's language development. Services such as spoken language interpretation, translation, and speech-to-text services have become our added value line of services that we have been able to offer our clients as we have grown and expanded to meet their language service needs.

We encourage clients to hire the agency that has the expertise in the primary service most utilized and then the added value of the additional services will be actualized. Whereas hiring the entity based on the lowest bid will not only deflate the added value line of services, but will also leave the client disappointed and will result in dissatisfaction with the primary service utilized. Selecting an agency because they are willing to say yes even when the service isn't appropriate for the situation only reflects poorly on the agency providing the services to the individual that is accessing the services. As a result the substandard service reflects poorly on the hiring entity as well. Although there are industry standards that aren't necessarily popular with the hiring entities they are there to ensure quality of service and are recommended to be followed. At Visual Communication Services we understand industry standards and are committed to maintaining the standards in order to ensure professional and exceptional service are achieved.

Consider the service quality when selecting the most advantageous quality.

When evaluating proposals for the most advantageous quality, it is highly advisable that the evaluator consider the standard of service that the client expects to receive. For example, in our field of sign language interpreters you could potentially receive different standards of quality based on the certification level of the interpreter that is being sent. Such as BEI Level I, although legal, can be sent to K12 assignments; however, the certification itself represents that the interpreter met a minimum competence level of 70% when conveying the message

accurately. This would leave a potential of 30% of presented material being missed, incorrectly interpreted or omitted prior to services commencing. The lowest bidder will most definitely have to go with the lowest cost provider in order to maintain their margin and profitability. At Visual Communication Services we have been fortunate in that even our BEI Level I or Basic interpreters have degrees within the educational vertical as many of them were previous teachers that have since obtained their interpreting certification. It is this additional knowledge and expertise that allows them to provide exceptional service within the educational vertical.

Visual Communication Services has provided services for a biannual educational conference since 2008. One year in particular that stands out and comes to mind in regards to quality is that the committee selected the lowest bidder one year for the conference. We were well known in the industry for providing services for this conference and although we were not selected this one particular year the attendees knew that services were subpar and instantly began reaching out to us asking for us to fix the problems that were occurring because the agency that had been selected did not have the required expertise in order to do the job. I bring this up because there will be agencies out there that are willing to tell you what you want to hear, as well as, follow the industry standard deviations; however, it has been our experience that in the end quality suffers and communication access goals are not met at the exceptional standard.

 Select a vendor that understands the language needs and is able to offer service options.

Visual Communication Services recognizes that within the Greater Houston Area there are approximately 650,000 deaf and hard of hearing individuals needing service on any given day of the year. As such we also recognize that within the same geographical area there are approximately 260 certified interpreters which is down from 3 years ago by 90 plus interpreters due to attrition and that with every specialty certificate the numbers decline drastically. Visual Communication Services currently has approximately 7,000 providers and continues to seek and hire additional providers daily.

In considering the local demand and supply of providers Visual Communication Services is proud of our success in fulfilling requests. In addition to on-site interpreting services we also provide video remote interpreting (VRI) services that can be extremely cost effective. When utilizing both approaches over the past 16 years we have successfully filled requests that might otherwise remain unfilled due to limited geographically located providers prior. Utilizing VRI allows resource sharing amongst any number of given communities. The beauty in utilizing VRI services can effectively reduce a client's cost. Admittedly, we acknowledge that during this pandemic it has been extremely difficult and challenging to meet onsite requests as the workforce has dwindled even further. However, we also recognize that onsite is the preferred service for individuals that are deaf/hard of hearing in general as there are subtle nuances that are easily overlooked using remote services. While taking both perspectives into account remote services have been a lifesaver and an option when onsite services haven't been available. You will want to select an agency that understands these differences and can speak to

them as well as take mitigating steps to improve the quality of service at the same time.

Likewise with CART providers being fewer than certified interpreters, Visual Communication Services offers remote CART services. Utilizing remote CART services allows a community to utilize resources from outside in order to meet the demands of the local community. Although there are setting requirements in order for services to be successful Visual Communication Services definitely believes remote services, as well as, other speech-to-text services are an effective options.

**Phone** (281) 914-4892 **Fax** (281) 640-1906

E-mail ermawebb@vcsoncall.com
Website http://www.vcsoncall.com

# STATISTICS

In 2012, The U.S. Census Bureau estimated the total U.S. population at 313.914, 1440 people. (<sup>10</sup> Based on statistics independently analyzed by Gallaudet Research Institute, this means that up to 43 million people in the U.S. have trouble hearing.

At VCS, our goal is to open the world of communication to everyone with unlimited access, anywhere, anytime. A brief summary of estimates for the size of the deaf population in the Unites States based on available Federal data and published research:

- About 2 to 4 of every 1,000 people in the United States are "functionally dead": though more than half became deaf relatively late in life; fewer than 1 out of every 1,000 people in the United States became deaf before 18 years of age.
- However, if people with a severe hearing loss are included with those who are deaf, then the number is 4 to 10 times higher. That is, anywhere from 9 to 22 out of every 1,000 people have a severe hearing loss or are deaf.
- Finally, if everyone who has any kind of "trouble" with their bearing is included, then the number is anywhere from 37 to 140 out of every 1,000 people in the United States.<sup>(1)</sup>

(1) From Gallaudet Research Institute's independent analysis of available federal statistics on hearing impairm Ross Mitchell, 2005. See http://research.gallaudet.edu/Demographics/dear-US.php

ensus.gov/qfd/states/00000.html

# **MEMBERSHIPS**

HLAA ED.

Hearing Loss Association of America Registry of Interpreters for the Deaf

Greater Houston Interpreters for the Deaf GHID

Texas Society of Interpreters for the Deaf

Golden Triangle Interpreters for the Deaf GTID

Heart of Texas Interpreters for the Deaf HOTID

River City Interpreters for the Deaf RCID

Texas Association of Healthcare Interpreters & Translators Texas Association of the Deaf

TEXAS HANDS AND VOICES

Historically Underutilized Business Certification & Compliance Program

STATE OF TEXAS (HUB)

TAHIT

# HEADQUARTERS

Visual Communication Services 3934 FM 1960 Road West #350 Video Phone: 281.408.4007 Toll Free: 877 404 7713 Houston, Texas 77068 www.vcsoncall.com Fax: 281.640.1906



Region 4 Education Service Center competitively solicited and publicly awarded contract R180706 to VCS, available to you through your participation with National IPA. For more information, please visit: www.nationalipa.org

# **EQUAL ACCESS**: ANYWHERE, **OUR VISION:**



share equal access to information and

communication.

hearing and those with hearing loss

who are deaf,

which individuals

community in

We envision a cohesive

**Visual Communication Services** 

an innovative interpreting agency for the deaf







# COMMUNICATION **ABOUT VISUAL** SERVICES

the deaf community can be highly complex and diverse." The communication needs of

he deaf and hearing loss communities VCS) is a leading, go-to resource for Visual Communication Services

VCS delivers interpreting services in all major modalities both on-site and Headquartered in Houston, Texas, remotely anywhere in the world.

Our innovative interpreting agency highest ethical and moral integrity. provides screened and certified professional interpreters of the

VCS takes great care to match each interpreter and service. This allows oarties involved, the most ease and the greatest understanding for all client's needs to the best-suited pest economic value.

We not only provide interpreting services for the deaf community, interpreting community as well. we also train and mentor the

**OUR PEOPLE:** 

A CCOUNTABLE **GERTIFIED** 

RESPECTFUL

THICAL

281.640.1906

**OPEN NEW** 

COMMUNICATION **DOORS OF** 

OPPORTUNITY

ACCESS,

ANYWHERE,

# **OUR SERVICES**

# ON-SITE

professional interpreters including ASL (American Sign Language), PSE (Pidgin Signed English: combination of ASL + English), SEE (Signing Exact English), Oral and Trilingual (ASL/Spanish/English), English word order incorporating ASL features + Interpretation and Transliteration (Signing in inaudible mouthing of the spoken message). On-site interpreting by certified, screened,

# REMOTE-VIDEO REMOTE INTERPRETING (VRI)

applications. Simple software download is required Certified interpreting services are delivered remotely anywhere in the world. All that is needed services is a newer computer (2+ years or newer), a webcam and an internet connection. Mobile VRI to utilize VCS's VRI (Video Remote Interpreting) services are available from VCS for iPad, iPhone to enable streaming video when viewed on a and Android devices through VCI Mobile mobile device.

# ORAL INTERPRETING/TRANSLITERATING

SPEECH-TO-TEXT-REMOTE

via laptop, projector or LED screen through one The spoken word is transcribed to written text and delivered anywhere in the world via the internet or provided on-site and displayed OR ON-SITE transliterator presents information through facial and lip expression while mouthing the words to express prefer lip reading, a certified VCS oral interpreter/ For those who do not use sign language and what is being communicated.

# INTERPRETERS AND TRANSLATORS SPOKEN FOREIGN LANGUAGE

VCS provides qualified foreign language interpreters and translators for spoken language communication needs either on-site or remote.

Uses proprietary TypeWell® abbreviation software to translate the spoken word meaning-for-meaning

in written text.

of the following programs:

Type Well®

CART (Computer Access Realtime Captioning)

# CONSULTING

Community, business, educational and one-on-one client/consumer consulting to deliver unlimited equal access anywhere, anytime.

# MENTORING

Preparatory/certification advancement mentoring for Interpreter Training Program (ITP) graduates and interpreters seeking certification, enhanced

skills training and/or internship opportunities.

# PROFESSIONAL

quality of service of the interpreting community. Interpreter skills development to enhance the DEVELOPMENT/TRAINING

# class, conference, meeting, etc. and transcribing Real time interpretation of listening to an event, what is heard using stenographic equipment

verbatim transcribed text almost instantaneously

to end users.

or voice recognition software and sending

Certified C-Print captionists provide text through voice or abbreviated keyboard typing utilizing proprietary software.

# Transcription Services

Service scripts delivered via email, text file or hard copy.

# www.vcsoncall.com



877.404.7713

TOLL FREE:

**VIDEO PHONE:** 281.408.4007

Mental Health Health and Wellness Services

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In-Service and Training
Extra-Curricular Activities
School Programs
Staff Meetings
Online Courses



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/09/2021

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	Houston			TX 77092	Man	un M. Muin				



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SU	BROGATION IS WAIVED, subject to t certificate does not confer rights to t	he ce	rtific	ate holder in lieu of such	endors	ement(s).	,,			
PRODUC				1	NAME:	Bryce Koto	2000	1 220	(8.5.1)	254 2222
	Insurance Group, LLC				PHONE (A/C, No.	Ext): (281) 35		FAX (A/C, No):	(281)	354-0006
	M1488, Ste. 100				E-MAIL bryce@prodigyinsurancegroup.com ADDRESS:					
511011	my rest grating.						URER(S) AFFORE	DING COVERAGE		NAIC#
Magno	ia			TX 77354	INSURER	Ctata Aut				25135
INSURE		_			INSURER					
JUREI	Webbco Enterprises LLC, DBA: \	/isual	Comr	nunication Services	INSURER	9707				
	3934 FM 1960 Road West				INSURE					
	Suite 350				INSURE			ti		
	Houston			TX 77068	INSURE					
001/2	DACES CERT	IFIC	ATE N	UMBER: CL218100041	2			REVISION NUMBER:		
THIS	IS TO CERTIFY THAT THE POLICIES OF IN CATED. NOTWITHSTANDING ANY REQUIR TIFICATE MAY BE ISSUED OR MAY PERTA LUSIONS AND CONDITIONS OF SUCH POL	EME	ANCE NT, TE	LISTED BELOW HAVE BEEN RM OR CONDITION OF ANY LIBANCE AFFORDED BY THE	E POLICI	ES DESCRIBEI ED BY PAID CL	HEREIN IS SU AIMS.			
INSR LTR	The control of the co	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
LTR	COMMERCIAL GENERAL LIABILITY	INSD	VVVD					EACH OCCURRENCE	\$	
-								DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
-	CLAIMS-MADEOCCUR							MED EXP (Any one person)	\$	
-	_							PERSONAL & ADV INJURY	s	
	A CONTRACT LIMIT ADDITION DED							GENERAL AGGREGATE	s	
G	SEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
-	POLICY PRO- LOC								\$	
	OTHER:							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,0	00,000
-	ANY AUTO							BODILY INJURY (Per person)	\$	
A	OWNED SCHEDULED	Y	Y	10010654CA		12/10/2020	12/10/2021	BODILY INJURY (Per accident)	\$	
^ -	AUTOS ONLY AUTOS NON-OWNED	1555						PROPERTY DAMAGE (Per accident)	\$	
-	AUTOS ONLY AUTOS ONLY								\$	
	UMPRELLATIAR							EACH OCCURRENCE	s	
-	UMBRELLA LIAB OCCUR							AGGREGATE	s	
	EXCESS LIAB CLAIMS-MADE	1							s	
V	DED RETENTION \$ VORKERS COMPENSATION		-					PER OTH- STATUTE ER		
Ι ρ	AND EMPLOYERS' LIABILITY Y / N							E.L. EACH ACCIDENT	\$	
	NY PROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYER		
1	Mandatory in NH)  f yes, describe under							E.L. DISEASE - POLICY LIMIT	\$	
) i	DESCRIPTION OF OPERATIONS below	-	-							
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedule	e, may be	attached if more	space is required			
		38119								
					CAN	CELLATION				
CER	Region 4 7145 West Tidwell Road				SH TH AC	OULD ANY OF E EXPIRATION	DATE THEREC	ESCRIBED POLICIES BE C DF, NOTICE WILL BE DELIV CY PROVISIONS.	ANCELI ERED IN	ED BEFORE
	Houston			TX 77092		JEAR	Jun	All	M. All	viabto veces
-							© 1988-201	5 ACORD CORPORATIO	IN. All	rights reserv

					Client # 70877	1	
MEMORANDUM OF INSUR	RANCE				Date Is August	sued 10, 2021	
Producer  Mercer Consumer, a service of Mercer Health & Benefits Adn P.O. Box 14576  Des Moines, IA 50306-3576 www.proliability.com		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.  Company Affording Coverage					
Insured Webbco Enterprises, LLC Suite 350 3934 FM 1960 Road West Houston, TX 77068					irance Underwrit	•	
This is to certify that the Certificate withstanding any requirement, term or may pertain, the insurance afford Certificate. The limits shown may be evidence of coverage. No coverage	or condition of any contract design of the Certificate design of the C	ract or other docume cribed herein is subje d claims. The Memo emium is successfull	nt with ect to a randun	respect to which the terms, except of Insurance a	ch this memoranduclusions and condi	m may be issued tions of such	
Type of Insurance	<b>Certificate Number</b>	Effective Date	Exp	iration Date	Limits		
Professional Liability IntreptDeaf Fm Interpreter	AHY-679853010	08/08/2021	08/0	8/2022	Per Occurrence Aggregate	\$2,000,000	
General Liability					Per Occurrence Aggregate		
PROOF OF INSURANCE							
Region 4 con 7145 West Tidwell Road not lead thouston, TX 77092				Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
			an a	orized Repres La Brostowitz cipal			

# Appendix C ADDITIONAL REQUIRED DOCUMENTS

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

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

### **OPEN RECORDS POLICY**

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

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

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

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

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

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

8/31/2021	Managing Member
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	Webbco Enterprises,	Contact L.L.C.	beell
	dba Visual Communica	tion	Signature Erma Webb
	Services	_	Printed Name Managing Member
Address		_	Position with Company
	3934 F.M. 1960 Rd.,	West #350 Official	
	Houston, TX 77068	Authorizing Proposal	March
			Signature
		_	Erma Webb
			Printed Name
Phone	877-404-7713	_	Managing Member
Fax	281-640-1906	_	Position with Company

	CERTIFICATE OF INTERESTED PAR	TIES		FOR	м 1295
L		•			1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	•	•	ficate Number: -785625	
	Webbco Enterprises, LLC dba Visual Communication Service Houston, TX United States	<b>2</b> S	Date	Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	08/02	2/2021	
	Region 4 Education Services Center ("ESC")		Date .	Acknowledged:	
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provide	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	/ide a
	RFP 21-06				
	Interpretation and Translation Services and Related Solutions	S			
4	Name of Interested Party	City, State, Country (place of busin		Nature of (check ag	
	Name of Interested Party	City, State, Country (place of busin	ess)	Controlling	Intermediary
					-
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5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION .				
	My name is Erma Webb	, and my date of	birth is	November 1	4, 1968.
	My address is 3934 FM 1960 Road West, #350			77068	, USA
	(street)	. (city) (st	tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	et.			
	Executed in Harris Count	y, State of <u>Texas</u> , on the	31st	lay of August (month)	, 20 <u>21</u> . (year)
		agazell.			
		Signature of authorized agent of con (Declarant)	tracting	business entity	<del>_</del>

### **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, Err	na Webb					as	an	authorized
represer	ntative of			-	·			
Webbco	Enterprises,	L.L.C.	dba	Visual	Communicat:	ion	Seryi	.⊂ <del>©</del> §ntractor
engaged							_,	
	Insert	Name of C	Compa	any				

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.

Well	8/31/2021
Signature of Named Authorized Company Representative	Date



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

www.esc4.net

# NOTICE TO OFFEROR

# ADDENDUM NO. 1

Solicitation Number 21-06

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC") Interpretation and Translation Services and Related Solutions

SUBMITTAL DEADLINE: Tuesday, August 31, 2021, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Interpretation and Translation Services and Related Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

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

1. II. Calendar of Events Deadline corrected to read:

**Event** Date July 7, 2021 Issue RFP Pre-proposal Conference July 20, 2021 July 23, 2021 Deadline for receipt of questions via email Issue Addenda (if required) **TBD NEW Proposal Due Date** August 31, 2021 **Approval from Region 4 ESC** October 26, 2021 **Contract Effective Date January 1, 2022** 

- 2. Submittal Deadline: The submittal deadline for this RFP is hereby changed from Tuesday, August 24, 2021 @ 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, August 31, 2021 @ 2:00 PM Central Time

### 3. III. INSTRUCTION TO OFFEROR #5, Proposal Format replaced with the following:

Proposals must contain two (2) electronic copies on flash drives (signed). Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

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

Responses must be provided in a binder format (see #6. Binder Tabs) clearly identified with the name of the Offeror's company and the solicitation name and number.

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.

4. Appendix C, DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) – Notary requirement is waived until further notice.

# RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company N	ame Webbcc	Enterprises,	L.L.C.	dba	Visual	Communication	Services
Contact Per Signature	son Erma W	Jebb U					
_	31/2021	<i>/-V</i>	. ,.				

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist