

COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 /Fax: (770) 528-8428
Email: purchasing @cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE - PLEASE READ CAREFULLY!!

ALL bids MUST be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT 122 WADDELL STREET NE MARIETTA, GA 30060

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope <u>WILL NOT</u> be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below <u>MUST</u> be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE.**

BID SUBMITTAL FORM (Required)

▶ Official Signature is required on this form guaranteeing the quotation.

CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A (Required)

► Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

BID BOND (Not Required)

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. *Non-submission of a duplicate copy may disqualify your bid/proposal.*

A "SEALED BID LABEL" has been enclosed to affix to your bid. This label <u>MUST</u> be affixed to the outside of the envelope or package, even if it is a "NO BID" response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before 12:00 noon, October 13, 2022 in the

Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

No bids will be accepted after the 12:00 noon deadline.

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern

Join from meeting link

https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6

Meeting number (access code): 2317 292 4027 Meeting password: fxZKmmi3p93 Join by phone +1-415-655-0004 US Toll

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: August 26

September 2, 9, 16, 23, 30

October 7

BID SUBMITTAL FORM



BUSINESS NAME AND ADDRESS INFORMATION:

SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST (NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

Company name:	
Contact name:	
Company address:	
E-mail address:	
Phone number:	_ Fax number:
NAME AND OFFICIAL TITLE OF OFFICER GUARAN	TEEING THIS QUOTATION:
(PLEASE PRINT/TYPE) NAME	TITLE
(PLEASE PRINT/TYPE) NAME	
(PLEASE PRINT/TYPE) NAME SIGNATURE OF OFFICER ABOVE:	TITLE
(PLEASE PRINT/TYPE) NAME SIGNATURE OF OFFICER ABOVE: (SIGN	TITLE
(PLEASE PRINT/TYPE) NAME SIGNATURE OF OFFICER ABOVE: (SIGN TELEPHONE:	TITLE ATURE)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number <u>23-6692</u>; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
Cobb County Purchasing
122 Waddell Street NE
Marietta, GA 30060

SEALED BID # 23-6692 DATE: October 13, 2022

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: RFP – Technology Product Solutions and Related Services

VENDOR:

LABEL MUST BE ATTACHED TO OUTSIDE OF BID PACKAGE



"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT 122 WADDELL STREET NE MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
Sealed Bid Number 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street NE, Marietta, GA. 30060 -Fax # 770-528-8428

I do not wish to submit a bid/proposal on this solicitation.

wish to be retained on the vendor list for th	is commodity or service: Yes No
Please PRINT the following:	
Company	Representative
You are invited to list reasons for your decision	n not to hid:



REQUEST FOR PROPOSALS

Sealed Bid # 23-6692 Technology Product Solutions and Related Services Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

<u>Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern</u> Join from meeting link

https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6

Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm 122 Waddell Street NE Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME:		
ADDDECC.		
ADDRESS:		
REPRESENTATIVE:		
PHONE:	FAX:	
F-MAII		

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



COMPETITIVE SOLICITATION BY COBB COUNTY, GA FOR TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES AND MADE AVAILABLE THROUGH OMNIA PARTNERS

RFP SEALED BID # 23-6692

OVERVIEW

MASTER AGREEMENT

Cobb County, GA (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Technology Product, Solutions, and Related Services (herein "Products and Services"). Each Supplier awarded an item under this solicitation may offer their complete product and service offering/balance of line for Technology Products, Services, Solutions, and Related Products and Services. Pricing for complete product and service offering will be determined by a percentage discount off the Supplier's retail price list. The pricing percentage discount offered must be entered in a Complete Product and Service Offering section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements. Although the below may reflect the needs and requirements of Cobb County, GA, OMNIA Partners Participating Public Agencies may have different requirements.

OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Qualified suppliers/manufacturers are expected to propose the broadest possible selection of TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVCES they offer. The intent of this RFP is to provide Participating Public Agencies with a full range of solutions to meet their needs. Therefore, the proposer shall have demonstrated experience in providing the products and services as defined in this RFP, including but not limited to:

Technology Products: A complete portfolio of technology products such as desktops, laptops, tablets, PDAs, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalers, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.

Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:

- <u>Virtualization</u>: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.
- <u>Physical Security</u>: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.
- <u>Communications</u>: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.
- <u>Cloud</u>: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).
- <u>Infrastructure</u>: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.
- <u>Data Management</u>: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.
- <u>Visual Communications</u>: Visual communications that integrate audio, video, voice and presentation capabilities.
- <u>UCC (Unified Communications and Collaboration)</u>: UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.
- <u>Broadcast Studio</u>: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).
- <u>Law Enforcement</u>: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.
- <u>Mobility</u>: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

- <u>Asset Management</u>: Asset management solutions to identify and manage installed software, hardware and license entitlements.
- <u>Data Protection</u>: Data protection to protect, backup, recover and archive data and applications.
- Energy and Water Conservation: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.
- <u>Financial Services</u>: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.
- Other Services and Solutions: Services and solutions not listed above that may be proposed by Offeror.

NATIONAL CONTRACT

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

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

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

Cobb County, GA anticipates spending approximately \$20M over the full potential Master Agreement term for Technology Products, Services, Solutions, and Related Products and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Technology Products, Services, Solutions, and Related

Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$500M. This projection is based on the current annual volumes among Cobb County, GA, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

MULTIPLE AWARDS

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Cobb County, GA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation.

EVALUATION OF PROPOSALS

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s) or Term of Service "TOS" are standard contract documents or terms or conditions governing a Participating Agency's access to, use of, or deployment of certain software or services awarded vendor supplies hereunder, directly, or indirectly, and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

REQUEST FOR PROPOSALS TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES SEALED BID #23-6692

1. INTRODUCTION

Cobb County Government is seeking sealed proposals from qualified suppliers for TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVCES on behalf of itself, and all states, local governments, school districts, and higher education institutes in the United States of America, and other governmental agencies and nonprofit organizations. The terms bid and proposals may be used interchangeably but responsive proposals will be evaluated using a Best Value method. Suppliers that are nationally recognized and qualified are expected to propose a broad selection of tractors, mowers, implements, and related equipment and services that they offer commercially. Suppliers submitting proposals shall demonstrate that they possess the necessary qualifications.

2. OBJECTIVES

- a. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.
- b. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.
- c. Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.
- d. Combine the volumes of Participating Public Agencies to achieve cost effective pricing.
- e. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.

3. CONTRACT TERM

- a. The contract shall be for a period of thirty-six months and shall commence on the date of award.
- b. The contract may be renewed, at the discretion of Cobb County Government and upon written agreement by the vendor, for two (2) additional periods of twelve months each. However, the duration of the contract shall not exceed five (5) years including the exercise of any options. The anticipated full term of the contract is five (5) years. The Supplier shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

4. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changed to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competition pricing lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if applicable, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. If products and services are provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

5. PROPOSAL CONTENTS

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and the unnecessary marketing statements and materials be avoided. The proposal shall consist of the sections outlined and organized in the manner set forth below, separated, and appropriately titled. Responses for each proposal section and requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices.

5.1 <u>Cover Letter</u>

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

5.2 <u>Executive Summary</u>

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

5.3 Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
- b. Date business was established under current name.

- c. Size of company including the total number of employees.
- d. Type of ownership or legal structure of business
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.
- h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

5.4 Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- a. Scope of services/contract description.
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

5.5 <u>Product Information/Service Capability</u>

- a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?
- b. Provide available payment terms and payment methods purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

5.6 Pricing

- a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.
 - Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer part #
 - Supplier's Part # (if different from manufacturer part #)
 - o Description
 - o Manufacturer's Suggested List Price and Net Price
 - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

- b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).
- c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

5.7 Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

- a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
- b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.
- c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

5.8 National Contract

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.
- b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

6. EVALUATION CRITERIA

Proposals will be evaluated on the basis of information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposal will be evaluated on the basis of the following criteria:

- a. Relevant Experience/Performance including References. Experiences with Cobb County and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
- b. Product Options/Variety/Availability and Service Capability
- c. Financial Stability

Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will be considered for award.

- d. Price
- e. Response to the National Program (including detailed response to Attachment A, Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector)

In order to comprehensively evaluate the proposals received, the County may seek additional information or clarification from one or more of the Suppliers. Exclusive or concurrent negotiations may be conducted with responsible Supplier(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed contract unless prohibited.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing), and on the Georgia Procurement Registry, and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by 5:00 PM on October 4, 2022 in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to: Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060 Fax: 770-528-8428

Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire proposal as proprietary will be neither accepted nor honored.

Each Proposer is required to keep the contents of their proposal confidential once it is submitted until the award to the successful Proposer is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the selection process will be immediate grounds for the County to reject the proposal as non-responsive.

V. Withdraw Proposal Due to Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds - Not Required

IX. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and in the aggregate is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- Builder's "All Risk" Insurance: In the event Contractor is performing construction vi. services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit,

with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. <u>All Coverages</u>

(i) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *[insert department name and address]*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents and only after approval of the County Board of Commissioners. Award will be made in writing to the successful proposer. The County may make such investigations or obtain such clarifications as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals for any reason and to waive technicalities, informalities and minor irregularities in the proposals received in the County's sole discretion and best interest. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Upon submitting a proposal in response to an RFP containing a Cobb County Sample Contract as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that the successful proposer(s) shall enter into a contract that is substantially the same as the Sample Contract unless modified by agreement of the parties. If any exceptions are taken to any part of the Sample Contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the Sample Contract in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to the Sample Contract. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Each proposal is received with the understanding that selection as the successful proposer by the County does not constitute a written contract between the successful proposer and the County, but shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual,

or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original, two (2) copies and ten (10) flash drives of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regard to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing 122 Waddell Street NE Marietta, GA 30060 Fax: (770) 528-8428

Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or

others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXIX. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

XXX. Local Vendor Presence (LVP) Program – Not Applicable

XXXI. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed on Page 9.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXII. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXIII. Termination for Convenience

The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor

thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXXIV. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXV. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXVI. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXVII. Small and Minority Business Participation

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

XXXVIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXIX. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS

(Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

<u>Physical Performance of Services – any performance of labor or services for a public employer</u> using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

- 1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
- 2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

- 3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these "Procedures & Requirements" be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" attached to and required under these "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

- (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.
- 4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION" COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

- 1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
 - 2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
 - 3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) year	rs.
EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Contractor Name]	Contractor Business Name
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF, 202_	
Notary Public Commission Expires:	

Effective 09-20-2013

SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Subcontractor Name]	Subcontractor Business Name
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF,	202_
Notary Public Commission Expires:	

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Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION

(Required to be completed by Contractors and all Subcontractors) (EXHIBIT A-2)

	(Project Name/Description)	
	, ,	
T.C. (1	rtify to Cobb County, Georgia the following:	
•	The E-Verify program was used to verify the employme employees hired after the effective date of our contract to We have not received a Final Nonconfirmation response listed. If we receive a Final Nonconfirmation response from E above, we will immediately terminate that employee's in	o use the program; from E-Verify for any of the employees E-Verify for any of the employees listed
• To the best of	I have confirmed that we have an I-9 on file for every end of my knowledge all the I-9s are accurate. To the best of my knowledge and belief, all of the end authorized to work in the United States. If any other employee is assigned to this Cobb County presaid employee prior to the employee commencing work of of my knowledge and belief, the above certification is true, as	mployee listed above and that to the best mployees on the above list are legally oject, a certification will be provided for on the project.
To the best of Sworn to by:	I have confirmed that we have an I-9 on file for every en of my knowledge all the I-9s are accurate. To the best of my knowledge and belief, all of the enauthorized to work in the United States. If any other employee is assigned to this Cobb County presaid employee prior to the employee commencing work of the office of my knowledge and belief, the above certification is true, as	mployee listed above and that to the best mployees on the above list are legally oject, a certification will be provided for on the project.
	I have confirmed that we have an I-9 on file for every en of my knowledge all the I-9s are accurate. To the best of my knowledge and belief, all of the enauthorized to work in the United States. If any other employee is assigned to this Cobb County presaid employee prior to the employee commencing work of the office of my knowledge and belief, the above certification is true, as	mployee listed above and that to the best mployees on the above list are legally oject, a certification will be provided for on the project. ccurate and complete.
	I have confirmed that we have an I-9 on file for every en of my knowledge all the I-9s are accurate. To the best of my knowledge and belief, all of the enauthorized to work in the United States. If any other employee is assigned to this Cobb County presaid employee prior to the employee commencing work of of my knowledge and belief, the above certification is true, as the state of the state	mployee listed above and that to the best mployees on the above list are legally oject, a certification will be provided for on the project. ccurate and complete.
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Sworn to by: Signature of (I have confirmed that we have an I-9 on file for every en of my knowledge all the I-9s are accurate. To the best of my knowledge and belief, all of the enauthorized to work in the United States. If any other employee is assigned to this Cobb County presaid employee prior to the employee commencing work of of my knowledge and belief, the above certification is true, according to the complex of Officer Employee	mployee listed above and that to the best mployees on the above list are legally oject, a certification will be provided for on the project. ccurate and complete.

Effective 09-20-2013

Notary Public

Commission Expires: _____

Attachment A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

- Exhibit A Response for National Cooperative Contract
- Exhibit B Administration Agreement, Example
- Exhibit C Master Intergovernmental Cooperative Purchasing Agreement, Example
- Exhibit D Principal Procurement Agency Certificate, Example
- Exhibit E Contract Sales Reporting Template
- Exhibit F Federal Funds Certifications
- Exhibit G New Jersey Business Compliance
- Exhibit H Advertising Compliance Requirement

Exhibit A Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

The Cobb County, GA (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 Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. 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 \$20 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 and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating 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 Women Business Enterprise
	☐ Yes ☐ No
	If yes, list certifying agency:
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) ☐ Yes ☐ No
	If yes, list certifying agency:
c.	Historically Underutilized Business (HUB) Yes No If yes, list certifying agency:
d.	Historically Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes ☐ No If yes, list certifying agency:
e.	Other recognized diversity certificate holder Yes No
	If yes, list certifying agency:

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

3.2 Distribution, Logistics

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

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

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

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

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

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Exhibit B Administration Agreement, Example

ADMINISTRATION AGREEMENT
THIS ADMINISTRATION AGREEMENT (this " <u>Agreement</u> ") is made this day of 20, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (" <u>OMNIA Partners</u> "), and (" <u>Supplier</u> ").
RECITALS
WHEREAS, the (the "Principal Procurement Agency") has entered into a Master Agreement effective, Agreement No, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of (the "Product");
WHEREAS, said Master Agreement provides that any or all public agencies, including states 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

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

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

В.	Sup	plier	:		

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

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

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

Exhibit C Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA **PARTNERS PARTIES EXPRESSLY** DISCLAIM ALL **EXPRESS** OR **IMPLIED** REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

Participating Public Agency:	OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies: NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners.
Public Sector ("OMNIA Partners"), [PPA Name] agrees to pursue Master Agreements for
Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [PPA Name]
("Principal Procurement Agency"), that I have read and hereby agree to the general terms and
conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement
regulating the use of the Master Agreements and purchase of Products that from time to time are
made available by Principal Procurement Agencies to Participating Public Agencies nationwide
through OMNIA Partners.
through Own via 1 artifers.
I understand that the purchase of one or more Products under the provisions of the Master
Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the
Participating Public Agency.
A de la della companya de la company
Authorized Signature, [PPA Name]
Signature
Name
Title
Date

Exhibit E Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

	OMN PARTNE	I A ®	Supplier Name:		Total Sales	\$0.00										
	ノロンロン	I/ -	Contract Number:		Admin Fee %											
P	ARTNE	R S	Reporting Period:		Total Admin Fee	\$0.00							FO	R OM	NIA USE	ONLY
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name
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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.

Version August 19, 2022

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this provision—

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

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

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means-

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

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10. Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

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

(d) Reporting requirement.

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

The following certifications and provisions may be required and apply when Participating 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 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.

vnere contractors violate or breach contract terms, and provide to	or such sanctions a	ına į	penaities as	appropriate.	
Pursuant to Federal Rule (A) above, when a Participating Agency expendights and privileges under the applicable laws and regulations with responsive either party.					
Ooes offeror agree? YES	Initials	of	Authorized	Representative	e of
B) Termination for cause and for convenience by the grantee or ffected and the basis for settlement. (All contracts in excess of \$1		ling	the manner	by which it wi	ll be
Pursuant to Federal Rule (B) above, when a Participating Agency expe ight to immediately terminate any agreement in excess of \$10,000 re preach or default of the agreement by Offeror as detailed in the terms of	esulting from this pr				
Ooes offeror agree? YES	Initials	of	Authorized	Representative	e of
C) Equal Employment Opportunity. Except as otherwise provide lefinition of "federally assisted construction contract" in 41 CFR forovided under 41 CFR 60-1.4(b), in accordance with Executive CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amen Order 11246 Relating to Equal Employment Opportunity," and im Federal Contract Compliance Programs, Equal Employment Oppor	Part 60-1.3 must in Order 11246, "Ed ded by Executive plementing regula	clud ual Orde tion:	le the equal Employmen er 11375, "Ar s at 41 CFR	opportunity cla t Opportunity' mending Exect	ause " (30 utive
Pursuant to Federal Rule (C) above, when a Participating Agency expension tract, the equal opportunity clause is incorporated by reference here		on ar	ny federally a	ssisted constru	ction
Ooes offeror agree to abide by the above? YES	Initials	of A	uthorized Rep	presentative of	offeror
D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When construction contracts in excess of \$2,000 awarded by non-Fede with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) at 29 CFR Part 5, "Labor Standards Provisions Applicable to Construction"). In accordance with the statute, contractors must be a rate not less than the prevailing wages specified in a wage addition, contractors must be required to pay wages not less that topy of the current prevailing wage determination issued by the Do award a contract or subcontract must be conditioned upon to Federal entity must report all suspected or reported violations also include a provision for compliance with the Copeland "Anti-Department of Labor regulations (29 CFR Part 3, "Contractors and inanced in Whole or in Part by Loans or Grants from the United subrecipient must be prohibited from inducing, by any means, any epair of public work, to give up any part of the compensation to we that the Part of the Part all suspected or reported violations to the Federal Part of the Compensation to we that the Part of the Compensation to the Part of the Compensation to the Federal Part of the Compensation to the Compensation to the Compensa	eral entities must it is supplemented by intracts Covering be required to pay the edge of the edge of the edge of the Federal awarding of States"). The Activation of the edge	ncluy De Fed waq ade ne no the U.S on I the in the the the the in the	de a provision de a provision de a provision de la partment of erally Finance by the Secon-Federal de agency. To a seconda de la partmetera de la provision de la provisio	ion for compli- f Labor regulations and Assi- ers and mechal retary of Labor entity must plation. The deci- mination. The he contracts resident supplemente ing or Public Version, completion, completion.	ance tions isted inics or. In ice a ision non must id by Work or or in, or deral
Pursuant to Federal Rule (D) above, when a Participating Agency ex- contracts and subgrants for construction or repair, offeror will be in com-	pliance with all appl	icab	le Davis-Baco	on Act provision	IS.
loes offeror agree? YES	Initials (of Au	ithorized Ren	resentative of c	offeror

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

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

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

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

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

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

Does offeror agree? YES	Initia	tials of Authorized Re	epresentative of	offeror

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

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

federal department or agency, the offeror will notify	the Participating Agency.
Does offeror agree? YES	Initials of Authorized Representative of offeror
must file the required certification. Each tier appropriated funds to pay any person or organi of any agency, a member of Congress, officer connection with obtaining any Federal contract	352)—Contractors that apply or bid for an award exceeding \$100,000 certifies to the tier above that it will not and has not used Federal zation for influencing or attempting to influence an officer or employee or employee of Congress, or an employee of a member of Congress in a grant or any other award covered by 31 U.S.C. 1352. Each tier must ands that takes place in connection with obtaining any Federal award.
the term and after the awarded term of an award process, the offeror certifies that it is in compliance U.S.C. 1352). The undersigned further certifies that (1) No Federal appropriated funds have been paid or attempting to influence an officer or employee or an employee of a Member of Congress in connect the making of a Federal loan, the entering into a coordification of a Federal contract, grant, loan, or (2) If any funds other than Federal appropriated attempting to influence an officer or employee of or an employee of a Member of Congress in connect complete and submit Standard Form-LLL, "Disclosur (3) The undersigned shall require that the language	or will be paid for on behalf of the undersigned, to any person for influencing of any agency, a Member of Congress, an officer or employee of congress, ction with the awarding of a Federal contract, the making of a Federal grant, operative agreement, and the extension, continuation, renewal, amendment,
RECORD RETENTION REQUIRE	MENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS
certifies that it will comply with the record retention offeror will retain all records as required by 2 CF	Agency for any contract resulting from this procurement process, offeror requirements detailed in 2 CFR § 200.333. The offeror further certifies that R § 200.333 for a period of three years after grantees or subgrantees ual financial reports, as applicable, and all other pending matters are closed.
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF COMPLIANC	E WITH THE ENERGY POLICY AND CONSERVATION ACT
it will comply with the mandatory standards and po	or any contract resulting from this procurement process, offeror certifies that olicies relating to energy efficiency which are contained in the state energy ergy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
Does offeror agree? YES	Initials of Authorized Representative of offeror
CEPTIFICATION OF CO	DMPLIANCE WITH BUY AMERICA PROVISIONS
To the extent purchases are made with Federal High Administration funds, offeror certifies that its product agrees to provide such certification or applicable was	away Administration, Federal Railroad Administration, or Federal Transit is comply with all applicable provisions of the Buy America Act and an iver with respect to specific products to any Participating Agency upon any America Act must still follow the applicable procurement rules calling
Does offeror agree? YES	Initials of Authorized Representative of offeror

Version August 19, 2022

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS	
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Unless Supplier is exempt (See FAR 25.103) when authorized by statute or explicitly indicated by Participating Public Agency

Buy American requirements will apply where only unmanufacture shall be used (see Subpart 25.6 – American Recovery and Reinv	d construction material mined or produced in the United States	
CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336		
Offeror agrees that the Inspector General of the Agency or any o documents, papers, or other records of offeror that are pertinen the purpose of making audits, examinations, excerpts, and trans to offeror's personnel for the purpose of interview and discussion	t to offeror's discharge of its obligations under the Contract for criptions. The right also includes timely and reasonable access	
Does offeror agree? YES	Initials of Authorized Representative of offeror	
CERTIFICATION OF APPLICAE	BILITY TO SUBCONTRACTORS	
Offeror agrees that all contracts it awards pursuant to the Contract	t shall be bound by the foregoing terms and conditions.	
Does offeror agree? YES	Initials of Authorized Representative of offeror	
Offeror agrees to comply with all federal, state, and local law further acknowledged that offeror certifies compliance with a specifically noted above.	Ill provisions, laws, acts, regulations, etc. as	
Offeror's Name:		
Address, City, State, and Zip Code:		
Phone Number: Fax N	Number:	
Printed Name and Title of Authorized Representative:		
Email Address:		

Signature of Authorized Representative: ______Date: _____

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

- 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. CONTRACT REMEDIES

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

1.1 Applicability

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

1.2 Additional Considerations

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a.

the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet

b. Key Definitions.

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

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

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

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

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

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

4. DAVIS-BACON ACT

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

Program.

- **c.** Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

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

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

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

5. COPELAND ANTI-KICKBACK ACT

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

<u>Requirements.</u> If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

intelligence.

c. <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

<u>Standard</u>. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

- implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. <u>Applicability</u>. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

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

9. DEBARMENT AND SUSPENSION

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

c. Requirements.

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

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

Suspension and Debarment

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

10. BYRD ANTI-LOBBYING AMENDMENT

- <u>Standard</u>. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor,	_, certifies or affirms the truthfulness and
accuracy of each statement of its certification	ation and disclosure, if any. In addition, the
	t the provisions of 31 U.S.C. Chap. 38,
Administrative Remedies for False Claims a	and Statements, apply to this certification and
disclosure, if any.	
Circulations of Contractor's Authorized Officia	-1
Signature of Contractor's Authorized Officia	al
Name and Title of Contractor's Authorized	Official
	·
Date	

11. PROCUREMENT OF RECOVERED MATERIALS

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

d. Suggested Language.

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

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

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

<u>Domestic Preference for Procurements</u> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

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

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

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

14. CHANGES

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

15. DHS SEAL, LOGO, AND FLAGS

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

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

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

section of this solicitation. Offeror's Name: Address, City, State, and Zip Code: Phone Number: Printed Name and Title of Authorized Representative: Email Address: Signature of Authorized Representative:

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions

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
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization:				
Organization Address:				
Part I Check the box that represen	ents the type of business organization:			
Sole Proprietorship (skip Parts II	and III, execute certification in Part IV)			
Non-Profit Corporation (skip Parts	ts II and III, execute certification in Part IV)			
For-Profit Corporation (any type)	Limited Liability Company (LLC)			
Partnership Limited Part	tnership Limited Liability Partnership (LLP)			
Other (be specific):				
Part II				
corporation who own 10 perc partners in the partnership w members in the limited liabilit	names and addresses of all stockholders in the cent or more of its stock, of any class, or of all individual who own a 10 percent or greater interest therein, or of all ity company who own a 10 percent or greater interest . (COMPLETE THE LIST BELOW IN THIS SECTION)			
	DR .			
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			

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

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

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

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

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

Part IV Certification

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

Full Name (Print):	Title:	
Signature:	Date:	

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey		
County of	ss:	
I,	residing in	
(name of affiant)	(name of municipality)	
in the County of	and State of	of full
in the County of age, being duly sworn according to law of	on my oath depose and say that:	
I am	of the firm of	
(title or position)	of the firm of (name	of firm)
	the bidder making this Proposal for the b	id
entitled	, and that I executed the said proposal with	1
	s not, directly or indirectly entered into any agr	
•	se taken any action in restraint of free, competition	
* * ·	· · · · · · · · · · · · · · · · · · ·	_
	t; and that all statements contained in said property	
affidavit are true and correct, and made v	with full knowledge that the	
relies upo	on the truth of the statements contained in said I	roposal
	fidavit in awarding the contract for the said pro	
and in the statements contained in this ar	indavit in awarding the contract for the said pro-	jeci.
I further warrant that no person or selling	g agency has been employed or retained to solic	rit or secure such
	iding for a commission, percentage, brokerage,	
	fide established commercial or selling agencies	inamiamed by
	·	
Subscribed and sworn to		
before me this day		
service and this thing	Signature	
. 2		
	(Type or print name of affiant under signa	ture)
		,
Notary public of		
My Commission expires		
(Seal)		

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

Company Name:	
Street:	
City, State, Zip Code:	
Proposal Certification:	
proposal will be accepted even if compan	New Jersey Affirmative Action regulations. Company's by is not in compliance at this time. No contract and/or til all Affirmative Action requirements are met.
Required Affirmative Action Evidence:	
Procurement, Professional & Service Contr	racts (Exhibit A)
Vendors must submit with proposal:	
1 17	at the contractor is operating under an existing Federally ive action program (good for one year from the date of the
OR	
2. A photocopy of a Certificate accordance with N.J.A.C. 17:27	of Employee Information Report approval, issued in -4;
OR	
of Contract Compliance and E	formation Report (Form AA302) provided by the Division qual Employment Opportunity in Public Contracts and y to be completed by the contractor in accordance with
Public Work – Over \$50,000 Total Proje	ct Cost:
•	firmative Action Plan. We will complete Report Form will be assigned to your firm upon receipt of the port (AA201) for this contract.
B. Approved Federal or New Jersey Plan -	- certificate enclosed
I further certify that the statements and ing the best of my knowledge and belief.	formation contained herein, are complete and correct to
	Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

 Signature of Procurement Agent	

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Informatior	1			
Vendor Name:				
Address:		T		
City:	State:	Zip:		
The undersigned being authorized ompliance with the provisions occompanying this form.				
ignature	Printed Name	Title		
Part	II - Contrib	oution Dis	sclosure	
Disclosure requirement: Pursipolitical contributions (more the committees of the government)	than \$300 per election	n cycle) over th	e 12 months p	orior to submission to
Check here if disclosure is p	provided in electronic for	orm		
Contributor Name	Recipient 1	Name	Date	Dollar Amount
				\$
		1		

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:				
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. OR				
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.				
Check the box that represents the type of busin	ess organization:			
Partnership Corporation	Sole Proprietorship			
Limited Partnership Limited Liability	Corporation Limited Liability Partnership			
Subchapter S Corporation				
Sign and notarize the form below, and, if necess	ary, complete the stockholder list below.			
Stockholders:				
Name:	Name:			
Home Address:	Home Address:			
Name:	Name:			
Home Address:	Home Address:			
Name:	Name:			
Home Address:	Home Address:			
Subscribed and sworn before me this day of, 2	(Affiant)			
(Notary Public)				
My Commission expires:	(Print name & title of affiant)			
wy commission expires.	(Corporate Seal)			

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

Offerors should submit the above form completed with their proposal.

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

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

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

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

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

Name:	Title:	
Signature:	Date:	

DOC #9 MACBRIDE-PRINCIPLES



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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	VENDOR/BIDDER:			
TO PROVIDE A CERTIFICA	ENDOR'S/BIDDER'S REQUIREMENT ATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS D NORTHERN IRELAND ACT OF 1989			
of the Division of Purchase and Proper checking one of the two options listed to be awarded a purchase, contract or agree in accordance with applicable law and a or agreement to another Vendor/Bidde percent of the most advantageous bid. the subject of this law, he/she shall take	a responsible Vendor/Bidder selected, after public bidding, by the Director ty, pursuant to N.J.S.A. 52:34-12, must complete the certification below by below and signing where indicated. If a Vendor/Bidder that would otherwise be the certification, then the Director may determine, rules, that it is in the best interest of the State to award the purchase, contract or that has completed the certification and has submitted a bid within five (5). If the Director finds contractors to be in violation of the principals that are the such action as may be appropriate and provided by law, rule or contract, sanctions, seeking compliance, recovering damages, declaring the party in tension of the party.			
I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:				
CHECK THE APPROPRIATE BOX				
The Vendor/Bidder has no business	operations in Northern Ireland; or			
in accordance with the MacBride price. 177 (N.J.S.A. 52:18A-89.5) and it	steps in good faith to conduct any business operations it has in Northern Ireland noipals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, in conformance with the United Kingdom's Fair Employment (Northern Ireland) to monitoring of its compliance with those principals.			
CERTIFICATION				
information and any attachments hereto, of New Jersey is relying on the information from the date of this certification through any changes to the information contained misrepresentation in this certification. If I a material breach of my agreement(s) we certification to be void and unenforceable	ized to execute this certification on behalf of the Vendor/Bidder, that the foregoing to the best of my knowledge are true and complete. I acknowledge that the State on contained herein, and that the Vendor/Bidder is under a continuing obligation at the completion of any contract(s) with the State to notify the State in writing of herein; that I am aware that it is a criminal offense to make a false statement or do so, I will be subject to criminal prosecution under the law, and it will constitute with the State, permitting the State to declare any contract(s) resulting from this in the state of			
Signature	Date			
Print Name and Title				
Version August 19, 2022				

Exhibit H Advertising Compliance Requirement

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

Version August 19, 2022

CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT

ALTAMONT, UT ALTON, UT AMALGA, UT

AMERICAN FORK CITY, UT

ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT

BICKNELL, UT BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT

CITY OF BOUNTIFUL, UT

BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT

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

CEDAR FORT, UT

CITY OF CEDAR HILLS, UT

CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT

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

CLINTON CITY CORPORATION, UT

COALVILLE, UT CORINNE, UT CORNISH, UT

COTTONWOOD HEIGHTS, UT

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

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

FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT

GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT HATCH, UT

HEBER CITY CORPORATION, UT

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

CITY OF HURRICANE, UT

HYDE PARK, UT HYRUM, UT

INDEPENDENCE, UT

IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT

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

LEEDS, UT

LEHI CITY CORPORATION, UT

LEVAN, UT LEWISTON, UT LINDON, UT

ELSINORE, UT

ELWOOD, UT

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

MARRIOTT-SLATERVILLE, UT

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

MIDVALE CITY INC., UT

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

CITY OF MONTICELLO, UT

MORGAN, UT MORONI, UT

MOUNT PLEASANT, UT

MURRAY CITY CORPORATION, UT

MYTON, UT NAPLES, UT NEPHI, UT

NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN, UT NORTH OGDEN, UT

NORTH SALT LAKE CITY, UT

OAK CITY, UT OAKLEY, UT

OGDEN CITY CORPORATION, UT

OPHIR, UT

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

PLEASANT GROVE CITY, UT

PLEASANT VIEW, UT PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT

RANDOLPH, UT REDMOND, UT RICHFIELD, UT RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT

ROCKVILLE, UT ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT

ROY, UT

RUSH VALLEY, UT CITY OF ST. GEORGE, UT

SALEM, UT SALINA, UT

SALT LAKE CITY CORPORATION, UT

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

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 VALLEY CITY, UT

WILLARD, UT

WEST POINT, UT

WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

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

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,

OR

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

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

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

EAST BATON ROUGE PARISH, LA

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

HARNEY COUNTY SHERIFFS OFFICE, OR

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

JOSEPHINE COUNTY GOVERNMENT, OR

LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

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

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

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

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

RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

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

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

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

WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT

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

COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

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

AGRICULTURE EDUCATION SERVICE EXTENSION

DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29,

OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,

OR

AMITY FIRE DISTRICT, OR

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

OR

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

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,

OR

ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR

ATHENA CEMETERY MAINTENANCE DISTRICT, OR

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

BADGER IMPROVEMENT DISTRICT, OR

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

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

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

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

BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT,

OR

BANDON R.F.P.D., OR

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

COLESTIN RURAL FIRE DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR

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

FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, FOX CEMETERY MAINTENANCE DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR HOOD RIVER S.W.C.D., OR GARIBALDI R.F.P.D., OR HOOD RIVER VALLEY PARKS & RECREATION GASTON R.F.P.D., OR DISTRICT, OR GATES R.F.P.D., OR HOODLAND FIRE DISTRICT #74 GEARHART R.F.P.D., OR HOODLAND FIRE DISTRICT #74, OR GILLIAM S.W.C.D., OR HORSEFLY IRRIGATION DISTRICT, OR GLENDALE AMBULANCE DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENDALE R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR HUBBARD R.F.P.D., OR GLENEDEN SANITARY DISTRICT, OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GLENWOOD WATER DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GLIDE R.F.P.D., OR COMPANY, OR GOLD BEACH - WEDDERBURN R.F.P.D., OR ICE FOUNTAIN WATER DISTRICT, OR GOLD HILL IRRIGATION DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR GOLDFINCH ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GOSHEN R.F.P.D., OR DISTRICT, OR GOVERNMENT CAMP ROAD DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GOVERNMENT CAMP SANITARY DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR ILLINOIS VALLEY S.W.C.D., OR GRAND RONDE SANITARY DISTRICT, OR IMBLER R.F.P.D., OR GRANT COUNTY TRANSPORTATION DISTRICT, OR INTERLACHEN WATER P.U.D., OR GRANT S.W.C.D., OR IONE LIBRARY DISTRICT, OR GRANTS PASS IRRIGATION DISTRICT, OR IONE R.F.P.D. #6-604, OR GREATER BOWEN VALLEY R.F.P.D., OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR GREATER ST. HELENS PARK & RECREATION IRONSIDE RURAL ROAD DISTRICT #5, OR DISTRICT, OR IRRIGON PARK & RECREATION DISTRICT, OR GREATER TOLEDO POOL RECREATION DISTRICT, IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT. GREEN SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR GREENBERRY IRRIGATION DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR GREENSPRINGS RURAL FIRE DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #4, OR HAHLEN ROAD SPECIAL DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #5, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR JACKSON COUNTY LIBRARY DISTRICT, OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR JACKSON S.W.C.D., OR HAMLET R.F.P.D., OR JASPER KNOLLS WATER DISTRICT, OR HARBOR R.F.P.D., OR JEFFERSON COUNTY EMERGENCY MEDICAL HARBOR SANITARY DISTRICT, OR SERVICE DISTRICT, OR HARBOR WATER P.U.D., OR JEFFERSON COUNTY FIRE DISTRICT #1, OR HARNEY COUNTY HEALTH DISTRICT, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR HARNEY S.W.C.D., OR JEFFERSON COUNTY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR JEFFERSON PARK & RECREATION DISTRICT, OR JEFFERSON R.F.P.D., OR HARRISBURG FIRE AND RESCUE, OR JOB'S DRAINAGE DISTRICT, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR JOHN DAY WATER DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR JOHN DAY-CANYON CITY PARKS & RECREATION HECETA WATER P.U.D., OR DISTRICT, OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR HELIX PARK & RECREATION DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR HELIX R.F.P.D. #7-411, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR HEPPNER R.F.P.D., OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE HEPPNER WATER CONTROL DISTRICT, OR DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION JOSEPHINE COUNTY 911 AGENCY, OR JUNCTION CITY R.F.P.D., OR DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR JUNCTION CITY WATER CONTROL DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT, OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT JUNIPER CANYON WATER CONTROL DISTRICT, OR DISTRICT, OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, HIGH DESERT PARK & RECREATION DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR JUNIPER FLAT R.F.P.D., OR HONOLULU INTERNATIONAL AIRPORT

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

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

OREGON TRAIL LIBRARY DISTRICT, OR

MYRTLE CREEK R.F.P.D., OR

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

RURAL ROAD ASSESSMENT DISTRICT #4, OR

SAINT LANDRY PARISH TOURIST COMMISSION

PORT OF SIUSLAW, OR

PORT OF ST. HELENS, OR

SOUTH SANTIAM RIVER WATER CONTROL SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 DISTRICT, OR SAINT TAMMANY FIRE DISTRICT 4, LA SOUTH SHERMAN FIRE DISTRICT, OR SALEM AREA MASS TRANSIT DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SALEM MASS TRANSIT DISTRICT SOUTH WASCO PARK & RECREATION DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT SOUTHVIEW IMPROVEMENT DISTRICT, OR DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, SALMONBERRY TRAIL INTERGOVERNMENTAL SOUTHWESTERN POLK COUNTY R.F.P.D., OR AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SOUTHWOOD PARK WATER DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SPECIAL ROAD DISTRICT #1, OR SANDY R.F.P.D. #72, OR SPECIAL ROAD DISTRICT #8, OR SANTA CLARA R.F.P.D., OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR SANTIAM WATER CONTROL DISTRICT, OR ST. PAUL R.F.P.D., OR SAUVIE ISLAND DRAINAGE IMPROVEMENT STANFIELD CEMETERY DISTRICT #6, OR COMPANY, OR STANFIELD IRRIGATION DISTRICT, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, STAYTON FIRE DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SCAPPOOSE R.F.P.D., OR SUBURBAN LIGHTING DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR COMPANY, OR SEAL ROCK R.F.P.D., OR SUMMER LAKE IRRIGATION DISTRICT, OR SEAL ROCK WATER DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE SEWERAGE AND WATER BOARD OF NEW ORLEANS, DISTRICT, OR SUMNER R.F.P.D., OR SHANGRI-LA WATER DISTRICT, OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SUNRISE WATER AUTHORITY, OR SHERMAN COUNTY HEALTH DISTRICT, OR SUNRIVER SERVICE DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SUNSET EMPIRE PARK & RECREATION DISTRICT, SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SILETZ R.F.P.D., OR SURFLAND ROAD DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR SILVER LAKE R.F.P.D., OR SWALLEY IRRIGATION DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SWISSHOME-DEADWOOD R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR TENMILE R.F.P.D., OR SKYLINE VIEW DISTRICT IMPROVEMENT TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, SOUTH FORK WATER BOARD, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA TILLAMOOK COUNTY TRANSPORTATION DISTRICT, SOUTH LANE COUNTY FIRE & RESCUE, OR OR

TILLAMOOK FIRE DISTRICT, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR TILLAMOOK P.U.D., OR WALLOWA LAKE IRRIGATION DISTRICT, OR TILLER R.F.P.D., OR WALLOWA LAKE R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, TOLEDO R.F.P.D., OR OR TONE WATER DISTRICT, OR WAMIC R.F.P.D., OR TOOLEY WATER DISTRICT, OR WAMIC WATER & SANITARY AUTHORITY, OR TRASK DRAINAGE DISTRICT, OR WARMSPRINGS IRRIGATION DISTRICT, OR TRI CITY R.F.P.D. #4, OR WASCO COUNTY S.W.C.D., OR TRI-CITY WATER & SANITARY AUTHORITY, OR WATER ENVIRONMENT SERVICES, OR TRI-COUNTY METROPOLITAN TRANSPORTATION WATER WONDERLAND IMPROVEMENT DISTRICT, DISTRICT OF OREGON OR TRIMET, OR WATERBURY & ALLEN DITCH IMPROVEMENT TUALATIN HILLS PARK & RECREATION DISTRICT DISTRICT, OR TUALATIN HILLS PARK & RECREATION DISTRICT, WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR TUALATIN S.W.C.D., OR WEDDERBURN SANITARY DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE WEST EAGLE VALLEY WATER CONTROL DISTRICT, TUALATIN VALLEY FIRE & RESCUE, OR OR TUALATIN VALLEY IRRIGATION DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT WEST LABISH DRAINAGE & WATER CONTROL TUALATIN VALLEY WATER DISTRICT, OR IMPROVEMENT DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR TWO RIVERS SPECIAL ROAD DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR TYGH VALLEY R.F.P.D., OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR WESTON ATHENA MEMORIAL HALL PARK & UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR UMATILLA HOSPITAL DISTRICT, OR WESTPORT FIRE AND RESCUE, OR UMATILLA R.F.P.D. #7-405, OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, WESTWOOD VILLAGE ROAD DISTRICT, OR UMPQUA S.W.C.D., OR WHEELER S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, OR WHITE RIVER HEALTH DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR WILLAKENZIE R.F.P.D., OR UNION GAP SANITARY DISTRICT, OR WILLAMALANE PARK & RECREATION DISTRICT, OR UNION GAP WATER DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT UNION HEALTH DISTRICT, OR WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR UNION R.F.P.D., OR WILLIAMS R.F.P.D., OR UNION S.W.C.D., OR WILLOW CREEK PARK DISTRICT, OR UNITY COMMUNITY PARK & RECREATION WILLOW DALE WATER DISTRICT, OR DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR WILSON RIVER WATER DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR WINCHESTER BAY R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR WINCHESTER BAY SANITARY DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR WINCHUCK R.F.P.D., OR VALE RURAL FIRE PROTECTION DISTRICT, OR WINSTON-DILLARD R.F.P.D., OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR WINSTON-DILLARD WATER DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE WOLF CREEK R.F.P.D., OR DISTRICT, OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, VALLEY VIEW WATER DISTRICT, OR OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR VINEYARD MOUNTAIN PARK & RECREATION WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, DISTRICT, OR WY'EAST FIRE DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR YACHATS R.F.P.D., OR

YAMHILL COUNTY TRANSIT AREA, OR

WALLOWA COUNTY HEALTH CARE DISTRICT, OR

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

K-12 INCLUDING BUT NOT LIMITED TO:

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

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 DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT

LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR

MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C

MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT

ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3

SOUTHERN OREGON EDUCATION SERVICE

DISTRICT

SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55

TERREBONNE PARISH SCHOOL DISTRICT

THE CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT

UMATILLA MORROW ESD

WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE

(AMES), UT

ALIANZA ACADEMY, UT ALPINE DISTRICT, UT

AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS &

MEDICAL SCIENCES, UT

BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT

BEEHIVE SCIENCE & TECHNOLOGY ACADEMY

(BSTA), UT

BOX ELDER SCHOOL DISTRICT, UT

CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT

CHANNING HALL, UT

CHARTER SCHOOL LEWIS ACADEMY, UT

 $CITY\ ACADEMY, UT$

DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT

EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT

EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT

GARFIELD SCHOOL DISTRICT, UT

GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT

GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT

INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT

JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT

KARL G MAESER PREPARATORY ACADEMY, UT

LAKEVIEW ACADEMY, UT

LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT

MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE

(NUAMES), UT

NOAH WEBSTER ACADEMY, UT

NORTH DAVIS PREPARATORY ACADEMY, UT

NORTH SANPETE SCHOOL DISTRICT, UT

NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT

OGDEN SCHOOL DISTRICT, UT

OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT

QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT

ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS,

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT

SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT

TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING

ARTS, UT

UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT

VISTA AT ENTRADA SCHOOL OF PERFORMING

ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT

WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE

CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY

OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY

PIONEER PACIFIC COLLEGE

PORTLAND COMMUNITY COLLEGE

PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF

HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON

UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY

COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND

UNIVERSITY OF NEW ORLEANS

WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT

UTAH STATE UNIVERSITY, UT

WEBER STATE UNIVERSITY, UT

SOUTHERN UTAH UNIVERSITY, UT

SNOW COLLEGE, UT

DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT

UTAH VALLEY UNIVERSITY, UT

SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREASURER

OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY

OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING

OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION

STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT

ATTORNEY

STATE OF UTAH



122 Waddell Street NE Marietta, Georgia 30060 (770) 528-8400• fax: (770) 528-8428 purchasing@cobbcounty.org Roger Ball Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

Page 1 of 8

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing
- Attachment Financial Ratio Evaluation Excel Spreadsheet

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Company Name

Date

Signature

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

ADDENDUM No. 1

Sealed Bid #23-6692 Request for Proposals Technology Product Solutions and Related Services Cobb County Purchasing Department

Date: September 19, 2022

A. Pre-Proposal Meeting – September 14, 2022 at 3:00 PM, Via Webex

1. Bid Submission Procedures

- Bids are due October 13, 2022 before 12:00 PM, noon at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060. For GPS directions, please use the following address: 121 Haynes Street, Marietta, GA 30060.
- Late bids will not be accepted.
- Bids will be opened at 2:00 PM on the same day at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.
- The bid opening may also be watched on Cobb County's government access channel TV23 or the website (www.cobbcounty.org).
- A Georgia Security & Immigration Act Affidavit (Exhibit A) must be included with the bid. It must be signed and notarized; it must include the E-Verify number to be deemed as completed; if it is not included the bid will be deemed non-responsive.
- Mark all packages with the company name and bid number. Use the label in the bid package.
- If addenda are issued, receipt of each addendum MUST be acknowledged in the submitted proposal. It is the Bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. The acknowledgement form issued with each addendum must be signed, dated, and included with your submitted proposal. Failure to acknowledge addenda may result in the bid being deemed nonresponsive. Addenda can be located at www.cobbcounty.org/Purchasing.
- One (1) original, two (2) copies and ten (10) flash drives of the bid must be submitted. Mark the box with the original copy with number 1.
- All questions must be submitted to Cobb County Purchasing Department by October 4, 2022 at 5:00 PM. Questions may be faxed to (770) 528 -8428 or emailed to purchasing@cobbcounty.org. Please reference the bid number and bid title on all questions.
- See the attached sign in sheet from the pre-proposal conference.

2. General Notes Presented During Pre-Proposal Meeting

- The intent of this RFP is to provide Participating Public Agencies with a full range of solutions to meet their field care, landscaping, and grounds-keeping needs.
- Cobb County, GA has partnered with OMNIA Partners, Public Sector to award a contract from this solicitation and make it 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.

- An overview of OMNIA Partners Public Sector and its divisions, including contracting, marketing, account management and partner development, that assist suppliers and agencies with contracts was provided.
- Administrative Fee for Suppliers is 3%. This fee helps support the marketing of the contract and a portion is returned to the lead agency for administration of the contract.
- Reviewed Attachment A OMNIA Partners Requirements and what must be submitted with the response:
 - o The following must be submitted: Exhibits A, F, G
 - o The following are examples/informational in nature: Exhibits B, C, D, E, H
 - o While some of the exhibits are examples, any exceptions to any exhibit or any terms and conditions shall be submitted with the response.
 - o For Exhibit E, proposers shall submit a sample of their reporting template if already in use with a contract.
 - o For Exhibit G, complete even if no business is conducted in New Jersey (for future use, if necessary) but note "No Business Conducted in New Jersey" on the top of the first page.

3. Questions Asked During Pre-Proposal Meeting

<u>Question:</u> Is this a contract for Cobb County to do business in general or is it product specific? <u>Answer:</u> Both. This is a term contract for both the County and other participating public agencies throughout the country to use, for both products and services.

Question: Are there any exceptions to Exhibit A?

<u>Answer:</u> Any exceptions to any exhibit or any terms and conditions shall be submitted with the response.

Question: Are manufacturers able to submit a response?

Answer: Yes.

Question: OMNIA stated there is a 3% admin fee. If we are submitting our whole catalog, would it be 3% of Qty 1 of each part?

Answer: No. It is 3% of total sales under this contract.

Question: Is reporting done monthly?

Answer: Yes.

Question: Section 5.7 asks for proposers to provide financial statements. As a private company, we are unable to disclose private financial information in a public RFP response. In lieu of providing this information, is the County / OMNIA willing to accept a letter from a 3rd party Auditor attesting to the financial health and stability of our company?

<u>Answer:</u> No. In lieu of financial statements, proposers may submit the attached Financial Evaluation Ratio Spreadsheet. The County still prefers to receive the financial statements if possible (an income statement and balance sheet). All financial statements can be marked as 'confidential' or 'proprietary', and this information would not be shared with anyone other than our Finance department.

Question: Will written questions be answered in a rolling fashion or held until after October 4th? Answer: Addenda will be posted as quickly as possible.

Question: Do we need to respond with our Manufacturer's proposed product Terms and Conditions? Or is it possible to incorporate product Terms and Conditions at the order level? **Answer:** Include standard terms and conditions with your response.

Question: Is this replacing an existing contract or is it a net new contract?

Answer: It is an existing contract, but Cobb County is a new lead agency for the contract.

Question: Are you able to provide the scoring/points allocated for each category in the Evaluation Criteria in Section 6?

Answer: The County does not disclose this information.

Question: Will this be defined as a US Communities Contract, National IPA Contract, or just an OMNIA Partners Contract?

Answer: This is an OMNIA Partners contract.

Question: Do you have a limit on the number of contract awards? Answer: No.

Question: Can you please confirm Supplier Response Section 3 must be submitted with our response?

<u>Answer:</u> Yes. The following must be submitted: Exhibits A, B, F, G. The following are examples/informational in nature: Exhibits C, D, E, H except as noted above in the General Notes section.

<u>Question:</u> Where do you want the FEMA information in the response? <u>Answer:</u> Complete FEMA Exhibit F and submit with your response. Include FEMA Special Conditions and any additional information here.

B. Questions Submitted in Writing

Question: Per Page 8, Section 5.6a, we are required to include an electronic copy of the catalog from which the proposed discount is calculated. It is acceptable to include a link to our public website? Answer: A link may be provided but proposers must also include directions on where to look on the website so the County does not have to search the entire website for the information.

Question: Per Page 9, Section 5.7a, we are required to include our most recent, independently certified financial statement. Is it acceptable for to include a link to our Annual Report on our public website? <u>Answer:</u> A link may be provided but proposers must also note which pages contain the pertinent financial statement information, so the County does not have to search through large documents in search of the information.

Question: Do you have a timeline for when you hope to post responses to questions? Answer: Addenda will be posted as quickly as possible.

<u>Question:</u> Is there a main contact name for purchasing at Cobb County? <u>Answer:</u> All communication regarding this solicitation shall be directed to <u>purchasing@cobbcounty.org</u>.

Question: We are a private company, so our financial statements are not public. Please advise the best way to submit financials in order to maintain confidentiality.

<u>Answer:</u> In lieu of financial statements, proposers may submit the attached Financial Evaluation Ratio Spreadsheet. The County still prefers to receive the financial statements if possible (an income statement and balance sheet). All financial statements can be marked as 'confidential' or 'proprietary', and this information would not be shared with anyone other than our Finance department.

<u>Question:</u> I notice the above referenced RFP mentions a scoring system. Do you happen to have the scoring sheet that will be utilized on the evaluation?

<u>Answer:</u> The County does not disclose this information.

PRE-BID CONFERENCE

Sealed Bid # 23-6692 Technology Product Solutions and Related Services September 14, 2022

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	E-MAIL ADDRESS
Stephanie Brice	Cobb County Purchasing	770-528-8400	purchasing@cobbcounty.org
Christine Dorantes Amy Smith	OMNIA Partners Public Sector	615-431-8182 314-518-3974	christine.dorantesDomniapartners.com amy.smithDomniapartners.com
Amy Patterson Katie Palmer Angela Burke Mary Hanslow Destin Echols	RJ Young		katie.palmerarjyoung.com
Scott Crosby Karen Gintovt	Fiscal Note	619-518-3450	scott.crosby@fiscalnote.com
Andrea Altieri	Iron Bow Technologies	703-279-3000	andrea.altieriaironbow.com
Joshua Richiron Robert Bush Meg McEwen	Connection	800-800-0019 x33628	joshua.richironaconnection.com robert.bushaconnection.com meg.mcewenaconnection.com
Winnie Chu	AspireHR	972-372-2815	wchu@aspirehr.com
John Tebbe	DSI Tech	404-538-7425	john.tebbe@dsitech.com

^{*}Please note that contact information provided to a government agency may be subject to public release as required by Georgia's open records law.

PLEASE PRINT LEGIBLY

PRE-BID CONFERENCE

Sealed Bid # 23-6692 Technology Product Solutions and Related Services September 14, 2022

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	E-MAIL ADDRESS
Cara Vermillion Sabrina (Reider) Marquez Chad LeBree	Carbyne	303-957-7097	carav@carbyne.com
Harvey Green III	XenTegra-GOV	704-912-5158	harvey.green@xentegra-gov.com bids@xentegra-gov.com
Cheryl Burckhard	Audio Enhancement, Inc.	800-383-9362	cheryl.burckhardDaudioenhancement.com
Erica Falchetti Jennifer Brickhill Penny Musser	Insight	480-333-3071	erica.falchettiainsight.com
David Jones	OpenGoV	703-609-4411	djones@opengov.com
Anne Marie Strickland Albert Blackmon Lee McFadden Dennis Sullivan	SAS Institute Inc.		anne.strickland@sas.com albert.blackmon@sas.com lee.mcfadden@sas.com dennis.sullivan@sas.com
Chris Casula	Benchmark Analytics	312-795-0558	chris.casula@benchmarkanalytics.com
Megan Behr Catherine L. Stephenson	UNICOM Government, Inc.	703-502-2125	catherine.stephensonDunicomgov.com
Anna Decker Ashley Willilams	Emergent, LLC	757-226-7713	adeckerDemergent360.com awilliamsDemergent360.com

^{*}Please note that contact information provided to a government agency may be subject to public release as required by Georgia's open records law.

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122 Waddell Street NE Marietta, Georgia 30060 (770) 528-8400• fax: (770) 528-8428 purchasing@cobbcounty.org Roger Ball Purchasing Director

Please Print Name

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

Page 1 of 5

Signature

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

Questions Submitted in Writing	
	_
	the submitted proposal. It is the Proposer's ultimate responsibility all applicable addenda prior to bid submittal.
This acknowledgment form must be si	gned, dated, and included with your submitted proposal
Company Nama	
Company Name	Date

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

ADDENDUM No. 2

Sealed Bid #23-6692 Request for Proposals Technology Product Solutions and Related Services Cobb County Purchasing Department

Date: September 30, 2022

A. Questions Submitted in Writing

Question: Because this RFP requires a great deal of data collection and preparation from OEMs, we respectfully request an additional week in which to submit our proposals (i.e., October 20, 2022). <u>Answer:</u> No extension will be granted.

Question: Is the County requesting certificates of insurance, endorsements to the policies, and declarations for each policy post award? Or is it the County's intent to receive these documents as part of the proposal package?

<u>Answer:</u> Insurance documentation is not required as part of the proposal response. Insurance documentation must be submitted prior to contract execution.

Question: Sections 5.1 and 5.2 list the Cover Letter and Executive Summary as separate sections with no page limit. However, Section XXXV appears to combine the Cover Letter/Executive Summary together and specifies a 2-page limit.

Please clarify whether it is the County's intent for only the Cover Letter to be limited to 2 pages and with no page limit for the Executive Summary.

Answer: The cover letter is the only document with a specified page limit.

<u>Question:</u> In response to the request for pricing at the part number level, it's important to point out that this could equate to tens of millions of lines, since many of the major manufacturers have hundreds of thousands, if not millions, of part numbers. In order to reduce the burden on both evaluators and proposers, could Cobb County please clarify whether it would still like to receive each OEM's entire priced catalog, or if this could be revised and/or clarified? Would it be acceptable to see minimum discounts off of MSRP by product family for each manufacturer instead?

<u>Answer:</u> Yes, that would be acceptable. In addition, a link to the catalog, or a website, may be provided with the proposal response but proposers must also include directions on where to look on the website, so the County does not have to search the entire website for the information.

Question: Is it possible for awarded vendors to add manufacturers post award? We often add new manufacturers over the course of the year and don't see an option to do so in the RFP.

<u>Answer:</u> The County is not looking for a specific list of manufacturers that you offer. The County is interested in contracting with a vendor for its entire offering, not specific manufacturers.

Question: Can a manufacturer list its resellers on the contract? If yes, do we submit a list of our resellers with your submission or after the award?

<u>Answer:</u> Manufacturers may list resellers on their contract and may include a list of resellers with their submission if they so choose. However, manufacturers shall understand that the County will only contract with the vendor who submits a proposal response and that contracted vendor will be responsible for all aspects of the contract with both the County and OMNIA Partners. Both the County and other participating public agencies will only be able to contract with the awarded vendor (i.e. a purchase order must be cut to the contracted vendor not to a reseller).

Question: We, OneScreen, are a manufacturer of interactive flat panels. We are bidding on only our hardware and are offering no services. In this case, do we submit "CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)" with our submission?

<u>Answer:</u> If any work could possibly be done under this contract, including repair or warranty work, the affidavit must be submitted. If that is not the case, then, no, it does not need to be submitted.

Question: If equipment and installation are bundled for a specific line item, do we submit "CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)" with submission? Answer: Yes.

Question: If the bidder does not have any subcontractors but may have to choose a subcontractor for the execution of the contract after award, do we submit EXHIBIT A-1 and A-2 with its submission? <u>Answer:</u> Only Exhibit A is required to be submitted with the proposal response. Exhibits A-1 and A-2 are only required prior to contract execution and if necessary.

Question: If the bidder does not have any subcontractors but may have to choose a subcontractor for the execution of the contract after award, do we submit EXHIBIT A-1 and A-2 with its submission? <u>Answer:</u> Only Exhibit A is required to be submitted with the proposal response. Exhibits A-1 and A-2 are only required prior to contract execution and if necessary.

Question: We are already on the GSA schedule. If we make a proposal on this RFP, and it gets accepted, will any entity be able to purchase from us, who can't already purchase from us via out GSA listing? In other words, does this ADD in any way to the existing list of clients who can already order from us via our existing GSA listing?

Answer: The County is unable to answer this question without additional details but, if certain public entities cannot use your GSA schedule due to certain GSA restrictions, they should be able to use this contract.

Question: I assume that getting accepted onto the OMNIA "Master Agreement" won't impact our GSA listing in any way. Is that correct?

<u>Answer:</u> The County is unable to answer this question. GSA contract holders would need to contact the GSA for this information.

Question: When you state in "Objectives": "Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies."...is the intent to add a contractual requirement that would limit our activity in any specific way, or is this intended just as a generalized objective?

Answer: This is a generalized objective.

<u>Question:</u> When you state: "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." ...I assume that this relates only to our SLED clients, and not to out FEDERAL clients. Is that correct?

<u>Answer:</u> This applies to any and all clients you would transition to this contract.

Question: Page 7 of the RFP indicates that prices must remain fixed for the first 12 months of the contract. However, the pricing offered for this bid is represented as a discount from the then-current MSRP, which will change month-to-month for OEMs. A price lock is not in place for any other Omnia contract; will Cobb County please remove this provision from the solicitation?

Answer: No. The County understands that manufacturer pricing can change and does change on a regular basis (whether that be annually, bi-annually, etc.) but the discount shall remain the same.

Question: Our company intends to submit a completed CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A) document with the initial bid response. However, at this time we do not know if DLT will perform physical services for Cobb County, or which subcontractors we may use for those services if they do occur. Is it permissible to review and sign Exhibits A-1 and A-2 at the order level as applicable?

<u>Answer:</u> Only Exhibit A is required to be submitted with the proposal response. Exhibits A-1 and A-2 are only required prior to contract execution and if necessary.

Question: Are offerors required to submit a signed version of Exhibit B, Attachment A as part of the initial bid response, or will this document be signed upon successful negotiation of an awarded contract? The initial Addendum 1 states both ways.

Answer: No, it is not required.

Question: Are prime contractors permitted to use resellers (known as dealers or agents) to sell on their behalf under the terms of the awarded Omnia/Cobb County contract?

Answer: Manufacturers may use resellers to sell on their behalf but manufacturers shall understand that the County will only contract with the vendor who submits a proposal response and that contracted vendor will be responsible for all aspects of the contract with both the County and OMNIA Partners. Both the County and other participating public agencies will only be able to contract with the awarded vendor (i.e. a purchase order must be cut to the contracted vendor not to a reseller).

Question: Will Cobb County extend the due date of this bid by 1 week, to October 20, 2022? Many offerors are finishing up federal fiscal year end on 9/30 and the extra week will be helpful in putting together the most effective offer for this response.

Answer: No extension will be granted.

Question: Are offerors required to include a letter of authorization from each OEM in their bid response?

Answer: No.

Question: Is there a standard template Cobb County wants to see from each offeror for bid/term exceptions?

<u>Answer:</u> No. Proposers may submit this information in any format they choose as long as it is clearly labeled and identified.

<u>Question:</u> Please confirm that the Supplier's pricing may be in the format of a minimum discount percentage off public catalog pricing which is publicly available 24/7, verifiable, auditable and used for numerous public contracts including existing OMNIA contracts which CDWG is named to. Answer: Yes.

Question: In order to stay consistent with other OMNIA contracts, will the County allow for discount off a verifiable price list rather than solely discount off MSRP? Answer: Yes.

Question: As this is a full catalog of products, and in the effort to provide the most comprehensive and complete solution, it would be very difficult to provide an electronic price list for every manufacturer we wish to offer. Would providing electronic price catalog prior to purchase of a product or upon request be allowed in lieu of the requirement mentioned in Section 5.6 to provide with our proposal response?

<u>Answer:</u> A link to a catalog, or a website, may be provided with the proposal response but proposers must also include directions on where to look on the website, so the County does not have to search the entire website for the information.

Question: Section 5.6: Would respondents be allowed to provide a link to an online catalog in lieu of an electronic price list?

<u>Answer:</u> A link to a catalog, or a website, may be provided with the proposal response but proposers must also include directions on where to look on the website, so the County does not have to search the entire website for the information.

<u>Question:</u> Will the Cobb County Procurement Department provide a copy of the "Cobb County Sample Contract" referenced in the Technology Product Solutions and Related Services Proposal# 23-6692 to all responders, or will a copy be provided upon request? Please advise.

<u>Answer:</u> This is a part of our standard terms and conditions and, as it states, only applies if a standard contract is included. There is no sample contract for this RFP other than the included OMNIA documents.



122 Waddell Street NE Marietta, Georgia 30060 (770) 528-8400• fax: (770) 528-8428 purchasing@cobbcounty.org Roger Ball Purchasing Director

Please Print Name

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

Page 1 of 5

Signature

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

This Addendam Consists of.	
Questions Submitted in Writing	
	the submitted proposal. It is the Proposer's ultimate responsibility ll applicable addenda prior to bid submittal.
This acknowledgment form must be sign	gned, dated, and included with your submitted proposal
Company Name	Date

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

ADDENDUM No. 3

Sealed Bid #23-6692 Request for Proposals Technology Product Solutions and Related Services Cobb County Purchasing Department

Date: October 5, 2022

A. Questions Submitted in Writing

Question: Will electronic signatures be permitted for the subject RFP response? Our company is still working 100% remotely, with many of our officers and signature authorities living in different states. Will printed, electronically signed documents be sufficient proof of signature for this response? Answer: Yes.

Question: Suppliers are nationally recognized and qualified are expected to propose a broad section of tractors, mowers, implements and related equipment and services that they offer commercially. Confirming that this is a mistake and should be a broad range of solutions, products and services within Information Technology and Physical Security?

Answer: Correct. This RFP is for Technology Product Solutions and Related Services.

Question: Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changed to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s). The County states that "Prices shall remain fixed for 12 months". If the proposal pricing structure is based on discounts from List, will the County accept that "discounts from List Price will remain fixed for 12 months? Please note in this unprecedented time after COVID-19 pandemic and major industry product constraints, most original equipment manufacturers are not guaranteeing List Prices for specific products, but they are committing to discount structures.

<u>Answer:</u> The County understands that manufacturer pricing can change and does change on a regular basis (whether that be annually, bi-annually, etc.) but the discount shall remain the same.

Question: Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. Will the County confirm what it means by "Completed"? For example, if our Firm has held an OMNIA contract (previously US Communities that was novated to OMNIA) for over 19 years and it's expiring in April 2023, would that past performance be acceptable since the previous contract ended longer than 5 years ago?

Answer: The contracts must have been active within the past five (5) years and must have been in effect for a minimum of five (5) years.

<u>Question:</u> Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Will the County allow discounts per Manufacturer or per Manufacturer Product Line?

<u>Answer:</u> The County would prefer that discounts be per manufacturer if multiple discounts are proposed.

Question: Include an electronic copy of the catalog from which discount is calculated. Will the County require OEM list price catalogs for all OEMs offered? Many of these catalogs are extremely large and could cause storage issues.

<u>Answer:</u> Proposers may provide a link to the catalog, or a website, may be provided with the proposal response but proposers must also include directions on where to look on the website, so the County does not have to search the entire website for the information.

<u>Question:</u> Suppliers are required to pay an Administrative Fee of 3% of the greater of contract Sales under the Master Agreement and the Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). Is the annual guaranteed sales number calculated into a monthly number or is it applied annually at the end of the year?

<u>Answer:</u> Suppliers are required to pay the administrative fee. Guaranteed contract sales are calculated annually however guaranteed contract sales are not required.

Question: For the annual guaranteed sales number, would it be possible to have flexibility for the first 6 months of the contract? Our concern is with product lead times and constraints, this impacts our ability to provide products and solutions in a short period of time. As a new contract, most likely a ramp up time to book and deliver products, services and solutions would be needed. Would the County be open to a true-up process at the end of the contract year?

<u>Answer:</u> Guaranteed contract sales are calculated annually however guaranteed contract sales are not required.

<u>Question:</u> Will the County provide a pricing template and format to be included in submissions? <u>Answer:</u> No. Proposers shall submit pricing as detailed in the RFP and subsequent addenda but may submit the information in any format they choose as long as it is clearly labeled and identified.

Question: Will the County provide a list of products/manufacturers to be priced and included for competitive evaluation?

<u>Answer:</u> No. The County is not looking for a specific list of manufacturers that proposers offer. The County is interested in contracting with a vendor for its entire offering, not specific manufacturers.

Question: Will the County consider providing an extension on the submission date? Answer: No extension will be granted.

Question: Regarding signatures required within the bid proposal, are docusign signatures acceptable? Many authorized signers in different departments are remote and not based out of HQ. Answer: Yes.

<u>Question:</u> I have a question regarding the review of proposers financial ratio evaluation, in lieu of financial statements. Will you please confirm that the financial ratio review completed by a signed and certified public accountant against financial statements is sufficient?

<u>Answer:</u> Yes, as long the financials were audited or reviewed by a third party independent auditor or certified public accountant.

Question: Will Cobb County be willing to notify proposers once a sealed bid package is received in mail, due to electronic submissions not being accepted?

Answer: Proposers may reach out to the County to confirm receipt but the County will not reach out.

<u>Question:</u> Page 21 – XXXVI. Project Team – Is there a preferred location for this information to be provided in the proposal contents listed on page 6-9?

Answer: Include in the Company Background/Profile section.

Question: Page 44 – Marketing and Sales 3.3 L. – Just as Cobb County and OMNIA Partners can not guarantee a minimum volume of sales to the supplier, the supplier cannot guarantee a minimum of contract sales. Supplier request this term be removed from contract.

<u>Answer:</u> Suppliers are not required to guarantee a minimum of contract sales however both the County and OMNIA are interested in what suppliers believe projected sales could be under this contract.

<u>Question:</u> Page 44 – Marketing and Sales 3.3 M. – Do these terms only apply to Public Agencies that are members of OMNIA? Supplier requests the condition to provide higher pricing to other solicitations be removed from contract.

Answer: Supplier may include any exceptions or modifications in their response for consideration.

Question: On page 5 of the Overview, Additional Agreements are discussed. Can we include EULAs or TOS via links?

<u>Answer:</u> Proposers may provide a link to any agreements but proposers must also include directions on where to look on the websites, for the particular agreements, so the County does not have to search the entire website for the information.

Question: In Section 1 on page 1 and Section 5.5 on page 8 of the RFP, it states that a broad selection of tractors, mowers, implements, and related equipment and services must be proposed. Is this correct given the definition of Products and Services on page 2 of the Overview? Please advise.

<u>Answer:</u> That is a typo from a previous solicitation. This RFP is for Technology Product Solutions and Related Services.

Question: Is a wet signature required under Section I of the Cobb County General Instructions for Proposers, Terms and Conditions on page 10?

Answer: Digital signatures are allowed.

Question: Per the RFP requirements, Master Agreement Overview (page 2): "Pricing for complete product and services offering will be determine by a percentage discount off the Supplier's retail list price." However, the RFP, Technology Product Solutions and Related Services 4. Pricing (page 7) states: Pricing shall remain fixed for the first twelve (12) months of the Master Agreement term... Please clarify.

<u>Answer:</u> The County is looking for a percentage discount and that discount shall remain fixed for the first twelve (12) months of the Master Agreement term.

Question: The Request for Proposal (RFP) Form mirrors the Bid Submittal Form. Is the RFP Form also required for submission, or was it just for the Pre-bid conference? Answer: Both forms must be submitted.

Question: It is understood that Cobb County is the lead agency and the resultant Master Omnia contract is extended to other participating public agencies within the US. However, would Cobb County consider a direct contract that does not include the OMNIA Terms and Conditions?

Answer: As it states in the solicitation, "Cobb County, GA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation."