



Procurement Department
14160 S. Black Bob Rd
Olathe, KS 66062
913.780.8045

REQUEST FOR PROPOSALS

K-12 STUDENT PORTRAIT SERVICES AND RELATED SERVICES

REQUEST NUMBER	23-030
DATE OF ISSUANCE	April 12, 2023
RESPONSE DEADLINE DATE	May 11, 2023
TIME	2:00 P.M.

Questions regarding this request should be directed to:

Ryan Floy
Senior Buyer
(913) 780-8020
rmfloy@olatheschools.org

Company Submitting Proposal	
Authorized Agent/Bidder	
e-mail address	
Phone Number	

Contents

SECTION 1 - INSTRUCTIONS TO PROPOSERS	1
SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS	7
SECTION 3 - TECHNICAL SPECIFICATIONS & REQUIREMENTS.....	8
SECTION 4 - PROCUREMENT PROCESS.....	13
SECTION 5 - EVALUATION PROCESS	14
SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS	15
OLATHE PUBLIC SCHOOLS USD 233 GENERAL TERMS AND CONDITIONS.....	20
CONTRACTUAL PROVISIONS ATTACHMENT FORM DA-146A	23
ATTACHMENT A – REFERENCE FORM	24
ATTACHMENT B – GovMVMT REQUIREMENTS.....	25

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 GENERAL

Olathe Public Schools USD 233 (or the “District” or “OPS”) (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 offering of **K-12 Student Portrait Services and Related Services** (herein “Products and Services”) through GovMVMPT Purchasing Cooperative. Proposers (also herein referred to as “Contractors”) will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications.

Proposers or potential proposers accessing this document from the District’s eProcurement website at www.publicpurchase.com/ are responsible for accessing and acknowledging any addenda if issued. NOTE: While automatic notifications of addenda are sent to registered/interested bidders marking their intent to bid, it is the bidder's responsibility to access any addenda. Proposals received by the District that do not include acknowledgement of addenda are submitted at Contractor's risk and may be rejected.

1-2 OBJECTIVES

- Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies.
- Establish the Master Agreement as the Contractor’s primary offering to Participating Public Agencies.
- Achieve cost savings for Contractors and Participating Public Agencies through a single competitive solicitation and Public Agencies’ need to conduct their own solicitation process.
- Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

1-3 GovMVMPT PURCHASING COOPERATIVE

GovMVMPT Purchasing Cooperative (herein “GovMVMPT”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agency”) The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1-4 INNOVATIVE GOVERNMENT SERVICES ASSOCIATION

Innovative Government Services Association (IGSA) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies and organizations. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities that we live and work in. GovMVMPT is IGSA’s premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.

1-5 PARTICIPATING PUBLIC AGENCIES

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc.

The Lead Public Agency is acting as “Contracting Agency” for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency. Participating Public Agency releases Lead Public Agency, GovMVMPT, and any other Participating Public Agencies, including their respective agents, directors, employees or representatives from any acts, liabilities, damages, etc., incurred by Participating Public Agency.

Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMPT as a Participating Public Agency in the GovMVMPT Purchasing Cooperative program. Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is attached as Attachment B, Exhibit D.

By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as those available to Participating Public Agencies through GovMVMT.

1-6 ESTIMATED VOLUME

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 50 Million Dollars annually at contract maturity. While no minimum volume is guaranteed to the Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GOVMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMT.

1-7 MARKETING SUPPORT

GOVMVMT provides marketing support for each Supplier's products through the following:

- Sales and marketing personnel that directly promote the GOVMVMT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- GOVMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVMT.

1-8 MULTIPLE AWARDS

Multiple awards may be issued as a result of this 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.

The Lead Public Agency reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of the Lead Public Agency and Participating Public Agencies because of this solicitation.

1-9 SCOPE OF WORK

The Olathe Public Schools USD #233 is soliciting proposals from experienced and qualified Vendors who specialize in the field of professional school portrait photography, as well as the related products, services, and offerings, including identification badges for all secondary students and staff. The primary objective of the District is to select a Contractor who can provide the District's students and families with high quality products at a reasonable price, in a timely fashion, safely and securely, and with outstanding and courteous customer service. The District desires to select a single proposer to provide photography and related services to all schools and students across grades Kindergarten (K) through 12.

The overarching objectives to be considered when evaluating the selection of a school portrait photographer will include:

- High quality products meeting the current and future needs of the District's students and families
- Quantity of choices of available products
- Quality and consistent customer service and support
- Turnaround time and customer satisfaction
- Reasonable pricing for all products provided
- Ease of access to photography services as well as to finished products (online access)
- Evidence of a high level of security for online transactions
- Additional services and offerings available to the District and its patrons

As a secondary objective, the District will require the Contractor to provide Photo Identification (ID) equipment and services at all secondary schools, grades 6-12. Services shall include access to high quality printed student identification cards, tied to online software and internal District student management systems. The Contractor, in collaboration with a District staff at each

location, will hold primary responsibility for managing and overseeing the operational support of the ID system.

The Contractor should thoroughly review the Technical Specifications and Requirements (Section 3) and all other sections of this proposal, to ensure a full understanding of this project and what the Contractor's responsibilities and obligations will be.

1-10 INTRODUCTION

Olathe Public Schools USD #233 is a K-12 public education entity formed in 1965 serving nearly 30,000 students in Johnson County, Kansas and is the 2nd largest school district in the State. The District is made up of 36 elementary schools, ten (10) middle schools, five (5) high schools, and eight (8) specialty educational facilities. The District's Board of Education Office is located at 14160 S. Black Bob Rd. in Olathe, KS. These 55 educational facilities, combined with 11 support facilities, comprise nearly 5.1 million square feet of space, employing more than 5,400 certified and classified staff.

The District is considered a leader among school districts in the State of Kansas and would like to develop a relationship with a contractor that will assist the district in maintaining this status within the community. It is the desire of the District that the selection of a Contractor for K-12 student portrait and related services be provided by the Contractor at the highest quality, with superior customer service, and a very cost-effective price point.

1-11 SUBMISSION OF PROPOSALS

- a. Sealed electronic proposals for **K-12 Student Portrait Services and Related Services** will be received until **2:00 PM CST on MAY 11, 2023**, noted in the general information section of the solicitation displayed on the eProcurement website at www.publicpurchase.com/, at which time the responses will be publicly unsealed/opened and only the proposer names read aloud. Submission of electronic responses after the specified due date/time is not possible. Proposals of any other format received after the exact time specified for receipt will not be considered. *The District ensures the identification, security, and confidentiality of electronically submitted bids and proposals and they remain effectively unopened until the proper date and time.*
- b. **Proposals shall be submitted electronically via the eProcurement website at www.publicpurchase.com/. All proposals received in this manner are SEALED and are automatically time and date stamped. A facsimile or e-mail response to this Request for Proposals does **NOT** meet the requirement of a sealed bid and will **NOT** be accepted.** Alternatively, bids/proposals may be received at the place designated within the bid solicitation and by the due date/time noted. (14160 S. Black Bob Rd., Olathe, KS 66062 – Procurement Office).
- c. Bids must be submitted in accordance with the electronic formats provided in the eProcurement website and must be acknowledged and electronically submitted by a person authorized to commit Proposer to extend an offer. Any alterations or corrections by the Proposer must be completed prior to the Due Date/Time and require additional acknowledgement and submittal.
- d. Proposals may be withdrawn at any time prior to the scheduled closing time for receipt of proposals.
- e. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for one hundred twenty (120) days after opening, however **the District reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the District.**
- f. Unless otherwise specified, only one price, brand, and/or model may be proposed for each item or service in this Request for Proposals. Proposers must determine their single best offering based on the service specified.
- g. Any time District Offices are closed unexpectedly, or the eProcurement website experiences a significant outage within two (2) hour(s) before the bid deadline, the District may elect to delay or reschedule any opening, pre-proposal conference, or other meeting or event related to this Request for Proposals. Such changes in schedule will be communicated as soon as reasonably possible via notification through www.publicpurchase.com/, and Proposers are responsible for making themselves aware of updates to rescheduled dates/times.

1-12 PRICING

- a. Except as otherwise provided, proposal prices must be firm and based on the units specified. The proposal price shall include everything necessary for the execution and completion of the Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in the Agreement. Prices quoted on the proposal form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern, and the total price will be adjusted accordingly. Proposer's agreement and submittal of information/pricing on the proposal site guarantees that prices have not been arrived at through collusion with other eligible proposers and without effort to preclude the District from obtaining the lowest possible competitive prices. The proposal price shall not include any allowance for Kansas State sales or use tax.
- b. Prices shall remain firm for the first year of the Agreement. A price adjustment may be made once each year thereafter, provided the Bidder, in the District's judgment, supplies adequate documentation. Requests for such adjustments must be submitted in writing at least sixty (60) days prior to the last day of the current term of the Agreement. Approval to adjust the price(s) must be granted by the District's Procurement Department in writing before adjustments will become effective. The Contractor agrees to reduce the Agreement purchase price at any time during the life of this Agreement if the Bidder sells to any Kansas State public agency or political subdivision at prices less than those set forth in this Agreement.
- c. The District will evaluate the total price for the basic requirements with any option(s) exercised at the time of award. Evaluation of option(s) will not obligate the District to exercise the options(s).
- d. The District may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.

1-13 DELIVERY AND FREIGHT REQUIREMENTS

- a. When applicable, and unless otherwise specified, the proposal response must be based on F.O.B. Destination, prepaid and allowed. Requests for additional compensation for freight or delivery charges will be rejected by the District unless specifically identified on the proposal form and agreed to by the District.
- b. When applicable, and unless otherwise specified in the Request for Proposals, delivery at the earliest possible date is desired; therefore, weighted consideration may be given to the earliest date as stated by the Proposer in its proposal. Proposer will state, in calendar days, the time required to make delivery after receipt of an Agreement or purchase order. Failure to make delivery within the time specified may be cause for the District to cancel the Agreement or purchase order and to make the purchase on the open market with any cost in excess of the Agreement amount to be paid by the Proposer. Failure of the vendor to meet contract delivery dates may also be cause for removal from the District's bid list.

1-14 SUBCONTRACTORS

Names and addresses of all proposed subcontractors (if any) shall be submitted with the proposal response. Failure to provide this information may be grounds for rejection of the proposal. The District reserves the right to approve or reject the Proposer's subcontractor(s).

1-15 INTERPRETATION, CORRECTIONS, OR CHANGES

Proposers requesting any interpretations or clarifications of this document or any related addenda shall direct those questions in writing via the Questions section within the solicitation on the eProcurement website **by no later than the date and time established and noted within the solicitation as posted on <https://www.www.publicpurchase.com/>.**

QUESTIONS MUST BE SUBMITTED NO LATER THAN 5:00 PM CST WEDNESDAY, APRIL 26, 2023. An addendum may be published by the District with answers to all questions submitted, if necessary.

The Procurement Office is the first and only point of contact on all matters related to the procedures associated with this Request for Proposals. If additional information is needed from any source, the District's Procurement office will work with the Proposer and with the various offices of the District to gather that information.

Any interpretation, correction, or change in the Request for Proposals will be made electronically on the PublicPurchase.com website and/or by formal addendum issued by the Procurement Office and must be acknowledged by Proposer. Interpretations, corrections, or changes to the Request for Proposals allegedly made in any other manner will not be binding and no Proposer may rely upon any such interpretation, correction, or change.

1-16 PROPOSER'S PRE-PROPOSAL CONFERENCE

Not applicable to this solicitation.

1-17 PROPOSER'S REPRESENTATION

By submission of a proposal, Proposer represents that it has examined the Agreement documents and made an examination of the site or otherwise satisfied itself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly handled by Contractor at no additional cost.

1-18 QUALIFICATIONS OF PROPOSER(S)

Upon request by the District, the apparent successful Proposer(s) shall furnish documentation satisfactory to the District which confirms qualification requirements. Any conviction for a criminal or civil offense that indicates a lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; (d) debarment; and (e) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

1-19 BASIS OF AWARD(S)

The District shall make the award(s) to the responsive and responsible Proposer(s) whose proposal(s) will be most advantageous to the District, in the District's sole discretion, with respect to price, conformance to the specifications, quality, and other factors as evaluated by the District. The District shall not in any event be required or constrained to award the Agreement(s) to the Proposer(s) proposing the lowest price(s). Nor shall the District be required to make any award whatsoever. The District may award Agreement(s) on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

1-20 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal in writing to the District's Assistant Director of Business & Finance. The appeal must be received by the Assistant Director of Business & Finance within five (5) working days after the award is approved by the Board of Education, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Assistant Director to consider. Keeping track of the date an award is approved is the responsibility of the Proposer(s).

1-21 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this Request for Proposals is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the District's Procurement office, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided for by law.

1-22 ORDER OF PRECEDENCE

To the extent that this Request for Proposal's terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) Instructions to Proposers; 2) District General Terms and Conditions; 3) State of Kansas Department of Administration DA-146a (Rev. 06-12) Contractual Provisions Attachment; and 4) Specifications.

1-23 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the District. The term of this agreement may, if mutually agreed upon in writing, be extended by a three (3) year term, followed by a two (2) year term, provided written notice of each extension is given to the Proposer at least 120 days prior to the expiration date of such term or extension, for a total possible contract term of 10 years. During extension periods, all terms and conditions of this Agreement shall remain in effect.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response. Paragraph 2-2 outlines the minimum requirements for the preparation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals document, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days.

2-2 RFP RESPONSE REQUIREMENTS

- A. Response Section: The proposal response shall be **filled out as completely and concisely as possible**, responding to all questions and information requested in Section 3, as well as uploading any required documentation and supporting materials. Responses shall be entered and submitted by an official who has full authority to enter into an Agreement. Proposers who review the specifications of this RFP but are not interested in providing a response should indicate this by marking “**No Bid.**” Samples and other supporting documentation may be mailed/delivered to District ahead of due date.
- B. Financial Stability Section: Provide evidence of company’s financial status and stability.
- C. References Section: Proposer shall provide a minimum of three (3) references including contact names, addresses, and phone numbers for whom Proposer is providing or has provided similar services to similar sized school districts.
- D. Proposer Exceptions Section: Describe, if any, exceptions to the terms and conditions contained within this document, provided however, that proposed exceptions to the Form DA-146a Contractual Provisions Attachment shall NOT be binding on the District and shall NOT be incorporated into the final agreement. Add comments about the project of concern to the Proposer.
- E. Attachment B: Provide response to all Exhibits (A – I) and Forms included in Attachment B.

2-3 RFP TIMELINE

- A. The following is the anticipated RFP timeline. Missed dates may result in rejection of proposals. The District may provide answers, in the form of an Addendum, to all questions submitted on the bid website prior to the date below.

TARGET DATE	ACTIVITY	RESPONSIBLE
April 12, 2023	Issuance of RFP	Olathe Public Schools
April 26, 2023, 5:00 PM	Deadline for Submission of questions or clarifications	RFP Recipients
April 28, 2023	Addendum issued, if necessary, to clarify or answer questions	Olathe Public Schools
May 11, 2023	Written proposals due	RFP Recipients
May 18, 2023	Evaluation of proposals complete, Finalists Selected	Olathe Public Schools
May 22 – June 2, 2023	Demonstrations/Presentations scheduled (if required)	Selected RFP Finalists
June 9, 2023	Contract Award	Olathe Public Schools

SECTION 3 - TECHNICAL SPECIFICATIONS & REQUIREMENTS

3-1 GENERAL BACKGROUND

The District has determined it would be to its advantage to establish a single vendor contract for the purpose of providing student portrait photography and related services for all K-12 schools and school organizations within the District. Selecting a single Contractor will provide consistency across all schools and ensure equitable access for all students and their families. The District seeks to select a vendor who can best meet the objectives contained within the specifications and requirements. See Section 1-19 for Basis of Award(s).

Presently, the District is entering the final term of its current agreement with a vendor who has provided these services for all schools in grades kindergarten (K) through grade twelve (12). The District desires to have a new contract in place and picture days scheduled in time for the beginning of the 2024-25 school year. Participating Public Agencies may contract under this master agreement based on their own timelines. The awarded vendor will need to begin scheduling picture days immediately upon completion of fully executed contract documents. The District anticipates a Contractor will be selected by the end of June 2023.

3-2 PHOTOGRAPHY PROGRAM REQUIREMENTS

- A. Describe, in detail, your firm's processes, policies and procedures for your Fall underclass portrait program. This shall include, at a minimum, the following criteria:
1. In terms of product options, how many poses of each child are taken? How many backgrounds do you make available for purchase? Describe retouching options.
 2. Describe your firm's sales channels and purchase options. Online and/or Mobile ordering MUST be available (e.g., pre-, and post-picture day orders).
 3. How do you handle the scheduling of Picture Day and Retake dates? Detail picture day promotion support.
 4. Describe your firm's digital image access and print capabilities.
 5. Describe approach to packaging, organizing, and delivering picture packages for distribution.
 6. Explain product return policy and satisfaction guarantees.
 7. Describe your ability to ensure consistent head size and background colors for ID cards, yearbook images, and student record services requirements.
 8. Discuss your capacity to handle growth, and any limitations, as new schools are brought on board.
 9. Discuss how your firm handles staffing and equipment inventory to ensure all schools' needs are met.
 10. Do you have an equipment upgrade and replacement cycle?

3-3 OTHER MANDATORY REQUIREMENTS

- A. Data Security: Discuss how your firm addresses the following data security issues:
1. Protection of student data provided by schools to the company from unauthorized access or loss. Include details of compliance with federal, state, and local data security and privacy requirements. Describe your methods for sharing online data and images.
 2. If credit card payments are taken, describe data security program. Include PCI Compliance certification.
 3. If images are available for online viewing and ordering, how does the company protect the images from unauthorized access? Detail how you manage data security and privacy incidents and notifying schools and regulators of data breach. Provide details of how your firm securely disposes of school data when it is no longer needed.
 4. Does your firm guarantee data portability in a usable format for all data elements collected and stored? What format will you provide this data back to the agency?
- B. Digital Images of Student and Staff Portraits: All images must meet the requirements for the student management software, lunchroom software (Horizon) and library software. The images will be verified by District staff to be operational on the student information system (Synergy by EduPoint) and Destiny/Follett software. The District will provide an accurate digital listing of student name, ID number, grade, school year, school name and any other necessary data for the photographer to generate the services required in this RFP. The photographer must provide a secure digital

download of the student photographs matched with this data for all students and staff photographed. This information must be accurate, timely, and accessible via a secure digital download from the internet at the district level and include all schools and students photographed within the District within one download. This download must also be available for a teacher and/or lunch staff to download only the students they prefer. These images will be loaded into the Synergy SIS and Follett systems by District technology staff and tested for operational adequacy. The successful Vendor must also supply downloadable images that are compatible with the annual yearbook requirements from various service providers. These images must be available in high-resolution (640 x 800). Describe any additional capabilities to integrate with other 3rd party solutions that utilize student images.

- C. Student/Employee Identification Cards for Middle and High Schools: Please provide examples of ID cards. Dimensions should be approximately 3.375" by 2.125" and .18" to .030" thick. The card must have a glossy over-laminate or equivalent and with barcode encoding capabilities. Preference will be given to ID's that are able to withstand extreme abuse. The student ID will include the student color portrait, name, school name/logo, student ID number (bar-coded), and school year. The vendor will provide high resolution, full color imaging (300 dpi preferred). Barcoding must be able to include alphanumeric text, logos, and digitized signatures. The vendor must provide the district with any other student/staff information for the ID cards the district may request prior to picture day. The district will be using Destiny (by Follett) for the library checkout system and Horizon for the school nutrition program. The staff/employee ID will include employee name, title, department or school, school year, and the School/District logo. The vendor must provide IDs from the sample students provided for testing with the Follett software, upon request at the appropriate time in the evaluation process. **Each vendor must certify compliance with bar code requirements upon award.**
- D. Photographers, Equipment and On-Site Setup: Describe your photographer training program as it relates to the following objective: The photography staff is expected to be trained and competent, 1) in the operation of the necessary equipment, 2) in public relations particularly with young children, 3) in appropriate/inappropriate behavior with the public, 4) in dealing with large groups of children/individuals in time sensitive situations, 5) in professional dress (uniforms), and 6) in DEI/SEL Training. Portrait sets must comply with all ADA requirements (American Disabilities Act). Please describe how your approach to photo day supports special needs children and other special circumstances.
- E. Child Safety Card Program: Two (2) cards must be printed and provided at no charge for the family of every child who is photographed in the District. These cards must contain a clean student image, student's name, and leave room for each parent or guardian to update their student's descriptive information. A sample of this card and how your firm's Safety ID Card program supports child safety efforts must be submitted and explained in detail in your response to this RFP. Please explain the extent to which your firm is able to verify and support the needs of parents and/or legal authorities with a high-resolution recent image of the child in the event of an emergency. Please provide proof of the efforts of your child safety system and any agencies that support it.
- F. Statement of Background and Experience: Proposers are to provide information adequately describing their specific areas of expertise and other background information which may be useful in the evaluation process. This section should include a discussion of the experience and qualifications of the firm, evidence of its capability to provide the required service and to meet the desired schedule, its past performance record and résumés of essential individuals who would, in all probability, be involved providing the services requested. Résumés should adequately describe an individual's experience and area(s) of expertise. Information pertaining to professional licenses or certifications held by individuals who will be providing services should also be included in response to this Request for Proposal. In addition:
1. Describe the firm's service approach with respect to Local vs National account team(s). Detail any use of subcontractors and if used, how they are integrated into the account team covering the District.
 2. Describe, in detail, the firm's policies and procedures with respect to **background checks** for photographers and other personnel providing services to the District.
 3. Please identify your photographers by name and years of service, and/or describe the process and procedures used to hire qualified, talented professionals.
 4. Please list how many employees you have that live within our district or county.
 5. Describe your firm's approach to retaining qualified staff, and the experience/tenure of current staff including account representatives. Describe ongoing evaluation processes.

- G. Customer Service: Companies wishing to participate in this RFP must provide a toll-free number for parents to re-order with extended business hours (e.g., outside of the general workday), ask questions, and deal with traditional customer service questions and concerns. The District is proud of our commitment to our schools, parents and students and we expect the same type of commitment and respect to companies doing business with our families and students. Please explain your customer service policy and the hours and days that your company will provide world-class service to our parents and students. Please state if this service is bilingual. Describe your firm's quality control and exception process. Additionally, the District desires a dedicated customer service representative to work with District staff in the event of issues related to SIS and Yearbook uploads.
- H. Sample Flyer or Notice: Provide a sample of the flyer or notice to be sent home to parents announcing the school portraits. Preference may be given to notices that contain the following information: School name, picture dates (including all make-up/retake days), and any recommendations that would result in a better picture of the student. Detailed portrait retake policy, satisfaction guarantees, family purchase plans that are district-wide, and refund policies. Flyers must be bilingual.
- I. Cumulative Record Pictures: The District must have at least 4 photos with adhesive backing, sorted, and labeled by Last Name, First Name, Grade, Teacher, or Homeroom.
- J. Certificate of Insurance: As noted in Section 6-10, provide proof of insurance in the minimum amounts requested.

3-4 VALUE ADDED SERVICES

As part of this RFP, the District is seeking voluntary, at your own discretion, any "value added" services or support that you, the proposer, feel would be helpful to our schools. The District considers "value added" to include, but not be limited to, the following:

- A. Donations of service such as mentoring students, volunteering in schools or departments, and performing in-kind services to supplement services the District already provides.
- B. Funding assistance such as scholarships, donations of money to schools or programs, donations of money to the District or the Olathe Public Schools Foundation, sponsorship, and/or advertising of District schools or programs.
- C. Describe any complimentary photography services to be provided to schools or the District office.
- D. Provide any additional information relevant to the evaluation of this RFP. Are there other proposed innovative considerations the District should take into account?

3-4 ADDITIONAL PHOTOGRAPHY OPTIONS AVAILABLE

- A. Yearbook Production available to all school levels. List the design attributes available to the school or yearbook adviser, ordering options available to students, times of year parents must order, number of deadlines available in reference to receiving the book three weeks before the end of the school year.
- B. Senior Portraits available to graduates. List whether you have a separate studio, if you will come to the school, or both. Please list any incentive plans, purchasing programs, the length of time a student has to order, tracking programs available for yearbook selection and how many times a year a senior has to purchase photos.
- C. Athletic Team and Individual Photography provided for Middle and High Schools. List your product options, purchasing options and if you have a weather contingency plan. Please give a detailed example of what the contingency plan would be.
- D. Crossing the Stage, Cap and gown portraits photographed during the graduation ceremony with minimal disruption to the event. At least three images of every student should be available.

- E. Candid Photography - Describe your ability to provide personnel and proper equipment to take groups, activities, and sports team photos for the yearbook. Is this free of charge to the school/District?
- F. Spring Portrait Program available to elementary and middle schools. List the type of purchasing options available, products you offer and backgrounds available.
- G. Classroom Group or Composite Portraits available for elementary and middle school students. List the different product options you have available, the purchasing options you offer and album availability.

Pricing for these programs may be decided on a school by school basis, should they decide to utilize these programs.

3-5 PACKAGES AND PRICING

- A. Proposers must offer pre-paid packages for Fall Pictures. Please provide pricing for the two sample package options defined below. Additional photographic options and packages may be proposed, as long as the packages defined are included in the proposal.

PORTRAIT PACKAGE OPTION 1	
QTY	Portrait Size
3	8 x 10 Portrait w/ name and grade/year (240 sq in)
4	5 x 7 Portrait w/ name and grade/year (140 sq in)
4	4 x 6 (or similar size) Portrait w/ name and grade/year (96 sq in)
12	2 x 3 Wallet Portrait w/ name and grade/year (72 sq in)
TOTAL PACKAGE COST	

PORTRAIT PACKAGE OPTION 2	
QTY	Portrait Size
1	8 x 10 Portrait w/ name and grade/year (80 sq in)
3	5 x 7 Portrait w/ name and grade/year (105 sq in)
4	4 x 6 (or similar size) Portrait w/ name and grade/year (96 sq in)
12	2 x 3 Wallet Portrait w/ name and grade/year (72 sq in)
TOTAL PACKAGE COST	

Please state whether students/families have the option to create their own packages and describe how these are priced. Proposers may include additional portrait packages as part of the proposal. Include the cost of packages that include a digital/electronic file/download of the portrait for the student/family to use at their discretion. Use the chart in Section 3-5 B. to describe the total square inches and cost per square inch of additional packages.

All prices shall be F.O.B. Destination and shall include all charges incurred in fulfilling the terms of this contract. Students must be able to order photographs within five (5) days following picture day at the same prices offered on the flyer. These portraits must be included in the original shipment to the school or directly to the family residence. All orders received later than the previous time indicated will be mailed directly to the student home for a fee applicable to the parent or guardian.

All individual picture package prices will include applicable sales tax.

Proposer shall complete the price per square inch table in Section 3-5 B. New products added after the execution of the contract shall be similar in nature to what is called for in the RFP and will need to be approved by the Procurement Department. Products not falling within the items listed in your response will need to be approved by the Procurement Department. Penalties may be implemented if proposed pricing and packaging is not what is sold within the schools.

Four (4) sets of sample photographs and flyers are required. Sample photographs must be of the quality your firm is proposing. Include a sample of the various **portrait packages and pricing** that will be offered for senior student portraits.

B. Price Per Square Inch Breakdown by Package Option

Price per Square Inch Chart			
Package	See Section 3-5 A. above for details of packages	Total Cost	Cost per Sq. Inch
1	Option 1 (from above) – 548 total square inches		
2	Option 2 (from above) – 353 total square inches		
3	Additional Option (Optional) - _____ total square inches		
4	Additional Option (Optional) - _____ total square inches, Including Digital File Image to be used at Buyer’s discretion.		
Average Cost per Sq. Inch			

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. The Director of Procurement will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the District may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The District will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the District, based on the factors set forth in the Request for Proposals.

4-5 CONFLICT OF INTERESTS

It is the duty of the Proposer to disclose all circumstances that constitute an actual or potential conflict of interest as those terms are defined in the District's Conflict of Interests Policy DL (<http://www.boarddocs.com/ks/olathe/Board.nsf/Public#>). This duty is continuing throughout the procurement process, and such circumstances must be disclosed to the District immediately upon Contractor's knowledge. Failure to do so could jeopardize the procurement process and result in rejection of a Proposer's submission or rescission of a proposed award.

SECTION 5 - EVALUATION PROCESS

5-1 EVALUATION CRITERIA

The District reserves the right to accept or reject any or all proposals, or portions thereof. Proposals will be evaluated and scored by a Selection Advisory Committee, comprised of District stakeholders along with representatives from Participating Public Agencies, in accordance with, and subject to, the relevant statutes, ordinances, rules and obligations that governs its procurement practices. The selection of a successful Proposer, if any, will be made based upon which proposal the District determines would best meet its requirements and needs, and be the most advantageous to the District.

The evaluation criteria are listed below, with percentage weighting noted.

- A. National Qualifications. 20%
- B. Proposed costs to the Student/Family. 20%
- C. Customer Service through entire process, including portrait day, ordering process, delivery, and dispute resolution. 15%
- D. Proposer's ability to meet all program and mandatory requirements. 20%
- E. Value Added Services and Additional Options. 15%
- F. Previous relevant experience and references for similar or like contracts. 10%

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

In addition to the Olathe Public Schools USD 233 General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

6-1 AGREEMENT TERMS AND CONDITIONS

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in the Agreement and made a part thereof. The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the District and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, that it waives any demand for the use of its standard agreements, and that it will not insist on or require any modifications to the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12).

6-2 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work and as required in the related industry, including without limitation laws specific to institutions of higher education, such as (and again without limitation): Section 504 of the Rehabilitation Act of 1973, the Family Educational Rights & Privacy Act, The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"). The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the District to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the District's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect.

6-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, undisputed payments shall be due and payable within thirty (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

The District is not requiring the acceptance of credit cards as the default form of payment and will continue to offer checks. However, if the Contractor would accept a credit card number as the form of payment for goods and services, understanding the requirements below, the District may give preference to these Contractors.

Note: Acceptance of Credit Card Payments:

- Cannot increase the proposed costs as outlined in the Bid or RFP response, and
- Contractor cannot charge additional fees for the acceptance of credit card payment

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the District by reason of such failure of the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

- b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

6-5 BOARD OF EDUCATION APPROVAL

The Agreement may be subject to approval by the District's Board of Education, and if such approval is required but not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-6 KANSAS ACT AGAINST DISCRIMINATION

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with the District cumulatively total Five Thousand Dollars (\$5,000) or less during the fiscal year of the District or who have fewer than four (4) employees shall be exempt from these provisions.

- a. The Contractor shall observe the provisions of the Kansas act against discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;
- c. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District;
- d. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District; and
- e. The Contractor shall include the provisions of K.S.A. 44-1030(a)(1)-(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

6-7 EXECUTIVE ORDER 11246

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246.

6-8 BONDS

NOT REQUIRED.

6-9 CONTINUATION DURING DISPUTES

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-10 PROPOSER'S INSURANCE

Contractor will secure, purchase and maintain, at its own expense, the insurance policies, with the minimum insurance coverages noted, to remain in full force and effect during all periods of use or service covered by the Agreement:

- a. Statutory Workers' Compensation Insurance in accordance with the laws of the State of Kansas, including Employer's Liability Insurance in the amount of at least one million dollars (\$1,000,000) per accident or disease.
- b. Commercial General Liability Insurance (including broad form contractual liability) in the amount of at least one million dollars (\$1,000,000) each occurrence bodily injury and property damage combined, one million dollars (\$1,000,000) per occurrence personal and advertising liability, two million dollars (\$2,000,000) products/completed operations aggregate, and two million dollars (\$2,000,000) general aggregate.

The Commercial General Liability Insurance policy shall be written on an occurrence basis and shall be endorsed to include "Olathe Public Schools, its agents, its employees, and its assigns" as additional insureds. Further, coverage for these additional insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, collectable or not.

- c. Umbrella Liability Insurance with limits of liability of not less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate.
- d. Property Insurance with limits adequate to replace any equipment located on the premises of the District and a waiver of subrogation shall be issued on the District's behalf.
- e. General Requirements: All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the District and shall be maintained at Contractor's expense. All insurance required hereunder shall contain a clause requiring written notice to the District thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this Section 2-10.

The Contractor will further require any subcontractors or others acting under its direction or control to maintain the same insurance coverage as set forth above and provide certificates of insurance evidencing the required coverage. "Olathe Public Schools, its agents, its employees, and its assigns" shall be named as additional insureds on any Commercial General Liability Insurance policy and be evidenced on such certificate.

6-11 INDEMNIFICATION

To the fullest extent permitted by law, the party who enters into this Agreement with the District, including its respective officers, directors, partners, employees, insurers, agents, subcontractors, invitees or others acting under its direction or control (collectively, "Party"), agrees to defend, indemnify and hold harmless District, District's officers, directors, partners, employees, agents and representatives from and against any and all actual or alleged claims, costs, losses, damages and costs of defense (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) of any nature whatsoever, resulting from, arising out of or in consequence of, any action or cause of action in connection with the execution, performance and furnishing of Party's commitments, obligations and services under this Agreement including, but not limited to: monies owed by Party to third parties (including without limitation subcontractors) and/or damage to property or any injuries or death sustained by any person or persons, including any third parties, employees, agents, invitees and the like, caused by the negligent acts or omissions or intentional acts of any Party. Party further waives any rights of subrogation against District, District's officers, directors, partners, employees, insurers, agents or representatives.

6-12 APPROPRIATIONS CLAUSE

The District's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-13 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry, and completed in accordance with the Agreement Documents.

6-14 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the District may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the District, submit to the District properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-15 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the District and working properly, or unless the District provides otherwise, the Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the District. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by District and working properly, the risk of all loss or damage shall be borne by District, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-16 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-17 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto, including any price increase for the project, shall be valid or binding unless in writing communicated in the stipulated manner, and signed by the District and the Contractor.

6-18 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-19 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-20 KANSAS OPEN RECORDS ACT

Contractor recognizes that Olathe Public Schools USD 233 is a public governmental body subject to the provisions of the Kansas Open Records Act, K.S.A. 45-215 through 45-223. As such, the District is required to allow citizens to inspect and copy documents deemed to be "public records" under the law. Nothing herein shall prohibit the District from satisfying a request to inspect and copy documents.

6-21 ADDITIONAL ACTS (FURTHER ASSURANCES)

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-23 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the District by Contractor or which Contractor has caused to be provided to the District are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-24 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-25 TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time, with or without cause, by written notice to the Contractor. The Contractor shall be paid all amounts due and owing for work performed as of the date of termination. The Contractor shall submit a final claim for payment for actual work performed within ten (10) business days of the date of termination. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

**OLATHE PUBLIC SCHOOLS USD 233
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE DIRECTOR OF PROCUREMENT SERVICES, OLATHE PUBLIC SCHOOLS USD 233.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the District Procurement Office.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the Olathe Public Schools USD 233 Procurement Services Office. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by Olathe Public Schools USD 233. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by Olathe Public Schools USD 233 or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced herein are meant to establish a minimum standard of quality, performance, or use required by the District. No substitutions will be permitted without written authorization of the Olathe Public Schools USD 233 Procurement Services Office.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, shall be fit for the intended purpose, and shall not infringe upon the rights of any third party. All products found defective shall be replaced by the Contractor upon notification by Olathe Public Schools USD 233. All costs of replacement, including shipping charges, are to be borne by the Contractor. Contractor further warrants that all products and services shall be delivered and performed in a professional manner in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, Olathe Public Schools USD 233 reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by Olathe Public Schools USD 233 resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the District, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the District's prior written consent in each case.

14. **SAVE HARMLESS:** Contractor shall protect, indemnify, and save Olathe Public Schools USD 233 harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. **TAXES:** The District is exempt from the tax levied by the Kansas Retailers' Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.
17. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Director of Procurement Services, Olathe Public Schools USD 233. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of Olathe Public Schools USD 233. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to Olathe Public Schools USD 233 are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **DISTRICT POLICIES:** Contractor shall follow and comply with all policies and procedures of the District and the reasonable instructions of District personnel.
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
26. **PROTECTION OF DISTRICT PROPERTY:** Contractors are responsible for protecting flooring, furniture and equipment in contracted work areas. Contractors are responsible for covering Olathe Public Schools USD 233's property that may be affected

by the contractor's work. Expectations of the District are; contracted work areas are left in the same condition as when the work began.

27. ORDER OF PRECEDENCE: Notwithstanding any other provision in this Agreement, to the extent any terms contained in the various documents to this Agreement, the following shall be the order of controlling precedence: Form DA-146a, Olathe Public Schools USD 233 General Terms and Conditions, Request for Proposal submission and then any supplemental documents submitted by vendor.

NOTIFICATION STATEMENT OF NON-DISCRIMINATION

The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, religion or disability in its programs, activities or employment, and provides equal access to the Boy Scouts and other designated youth groups to its facilities as required by: Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 and other relevant state and federal laws. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, age discrimination or equal access may be directed to Staff Counsel, 14160 S. Black Bob Road, Olathe, KS 66063-2000, phone 913-780-7000. All inquiries regarding compliance with applicable statutes regarding Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act and the Americans with Disabilities Act may be directed to the Assistant Superintendent of Support Services, 14160 S. Black Bob Rd. Olathe, KS 66063-2000, phone (913) 780-7000. Interested persons including those with impaired vision or hearing, can also obtain information as to the existence and location of services, activities and facilities that are accessible to and usable by disabled persons by calling the Assistant Superintendent of Support Services. (01/19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision shall be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Attachment A

REFERENCE FORM

PORTRAIT SERVICES

Please provide three (3) school districts to whom you have provided portrait services from one purchase order within the past two years. Include: School District, School Name, Address, Telephone Number, Point of Contact and Quantities.

1	School District	_____
	School Name	_____
	Address	_____
	Telephone #	_____
	Point of Contact	_____
	Quantities	_____
2	School District	_____
	School Name	_____
	Address	_____
	Telephone #	_____
	Point of Contact	_____
	Quantities	_____
3	School District	_____
	School Name	_____
	Address	_____
	Telephone #	_____
	Point of Contact	_____
	Quantities	_____



ATTACHMENT B

SOLICITATION

BY

OLATHE PUBLIC SCHOOLS USD

FOR

K-12 STUDENT PORTRAIT SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GOVMVMT PURCHASING COOPERATIVE

REQUEST FOR PROPOSALS # 21-030 K-12

TABLE OF CONTENTS

Section 1 - Representations and Covenants

Exhibit A – Questionnaire for National Consideration

Exhibit B – Supplier Response

Exhibit C – Administration Agreement

Exhibit D – Master Intergovernmental Cooperative Purchasing Agreement

Exhibit E – Lead Public Agency Certificate

Exhibit F – Federal Funds Contract Provisions

Exhibit G – FEMA (Federal Emergency Management Agency) Contract Provisions

Exhibit H – New Jersey Business Compliance

Exhibit I – State Notice Addendum

1. REPRESENTATIONS AND COVENANTS

Commitments

GovMVMT views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both GovMVMT and the Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.

2.1 Executive Commitment

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Suppliers contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT website and shall implement and support such web page.

- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

2.2 Value Commitment

- (i) Supplier represents to GovMVMT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

- C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally GovMVT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation. While it is the objective of GovMVT to encourage Public Agencies to piggyback onto the Master Agreement rather than issue their own procurement solicitations, GovMVT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
 - B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
 - C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
 - D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
 - E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an

alternative consideration.

- 2.3 Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- A. Lead Public Agency process
- B. Non-profit structure
- C. Public Benefit Programs
- D. Value Commitments
- E. Advisory Council Oversight
- F. Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.

- 2.4 Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

- (i) Supplier Sales. Supplier shall be responsible for proactive sales of Suppliers Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - A. A dedicated GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:
 - 1) GovMVMT standard logo with Founding Sponsor logos;
 - 2) Copy of original procurement solicitation, including all addenda;
 - 3) Copy of Master Agreement including all amendments;
 - 4) Summary of Products and Services pricing;
 - 5) Electronic link to GovMVMT's online registration page;
 - 6) Other promotional material as requested by GovMVMT;
 - 7) A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
 - 8) A dedicated email address for general inquiries in the following format: GovMVMT@(suppliername).com.
- (v) Electronic Registration: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each

and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVM T as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?
Yes____ No____
2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?
Yes____ *No____
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?
Yes____ *No____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?
Yes____ No____
5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?
Yes____ No____
6. Does your company have the ability to provide electronic and ecommerce ordering and billing?
Yes____ No____
7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?
Yes____ No____
8. Check which applies for your company sales last year in the United States:
____ Sales between \$0 - \$25 Million
____ Sales greater than \$25 Million to \$50 Million
____ Sales greater than \$50 Million to \$100 Million
____ Sales greater than \$100 Million

Submitted by:

(Printed Name)

(Title)

(Signature)

(Date)

**EXHIBIT B
SUPPLIER RESPONSE**

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVM. T.

A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.
2. Provide the total number and location of salespersons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
3	Atlanta	GA
2	Orlando	FL
4	Miami	FL
1	Richmond	VA
2	Philadelphia	PA
1	Kansas City	KS
5	Chicago	IL
6	Dallas	TX
4	Phoenix	AZ
15	Los Angeles	CA
	Etc.	Etc.
Total: 288		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
4. Provide the number and location of support centers.
5. Provide company annual sales for the three previous fiscal years in the United States. Sales

**EXHIBIT B
SUPPLIER RESPONSE**

reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__ , 20__ , AND 20__			
SEGMENT	20__ SALES	20__ SALES	20__ SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__ , 20__ , AND 20__			
SEGMENT	20__ SALES	20__ SALES	20__ SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

7. Provide a list of your company's ten largest public agency customers, including contact information.
8. Describe any green or environmental initiatives or policies.
9. Describe any diversity programs or partners Supplier does business with and how Participating Public 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

**EXHIBIT B
SUPPLIER RESPONSE**

diversity programs, provide a listing of diversity alliances and a copy of their certifications.

10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:

- a. Minority Women Business Enterprise (MBE or WBE)
Yes _____ No _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)
Yes _____ No _____
- c. Historically Underutilized Business (HUB)
Yes _____ No _____
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
Yes _____ No _____
- e. Veteran Business Enterprise (VBE)
Yes _____ No _____
- f. Service-Disabled Veteran's Business Enterprise (SDVBE)
Yes _____ No _____

If you responded yes to any designations in a-f, please list certifying agency(ies):

11. Please describe any Affirmative Action Policy your company has in place.

C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.
4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

**EXHIBIT B
SUPPLIER RESPONSE**

6. Describe how your company proposes to distribute the Products and Services nationwide.
7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.
8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.
10. Describe your ability to provide customized reports (i.e., commodity histories, purchase histories by department, etc.) for each Participating Public Agency.
11. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

D. Sales and Marketing

1. 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 preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
 - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVM T team within the first 90 days.
2. Provide a detailed 90-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, including, but not limited to:

**EXHIBIT B
SUPPLIER RESPONSE**

- a. Creation and distribution of a co-branded press release to trade publications.
 - b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
 - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
 - d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
 - e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
 - GovMVMT Partners standard logo;
 - Copy of original Request for Proposal, including all addenda;
 - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
 - Marketing Materials;
 - Electronic link to GovMVMT website including the online registration page;
 - A dedicated toll-free number and email address for GovMVMT.
3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. 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.
 4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.
 5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives

**EXHIBIT B
SUPPLIER RESPONSE**

should communicate:

- a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
 - b. Pricing Equal to or better than Supplier's Best available government pricing
 - c. No cost to participate
 - d. Non-exclusive
6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- a. Key features of Master Agreement
 - b. Working knowledge of the solicitation process
 - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVM
 - d. Knowledge of benefits of the use of cooperative contracts
7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
- a. Executive Support
 - b. Sales
 - c. Sales Support
 - d. Marketing
 - e. Financial Reporting
 - f. Accounts Payable
 - g. Contracts
8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.
9. Explain how your company's sales team will work with the GovMVM team to implement, grow and service the national program.
10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely

**EXHIBIT B
SUPPLIER RESPONSE**

new Participating Public Agency account set-up, timely contract administration, etc.

11. While 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. Describe your company's strategies under these options when responding to a solicitation.
 - a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
 - b. 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 GovMVMT under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

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

E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

GovMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide [Insert Contract Name] (the "Contract") between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of (Insert Date), by and between GovMVMT ("GovMVMT Purchasing Cooperative") and ("Supplier").

RECITALS

WHEREAS, the ("Lead Public Agency") has entered into a certain Master Agreement dated as of (enter date), referenced as Agreement (No.#), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

WHEREAS, Lead Public Agency desires GovMVMT to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "GovMVMT Purchasing Cooperative" is a trade name licensed by IGSA

WHEREAS, GovMVMT and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

- 1.1. The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 1.2. GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

- 1.3. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.
- 1.4. GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.
- 1.5. With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

- 4.1 GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.
- 4.2 GovMVMT Representations and Covenants.
 - Marketing. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.
 - (b) Training and Knowledge Management Support. GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein.

Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), GovMVMT shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMT shall also provide Supplier with access to GovMVMT’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

4.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) **Executive Commitment:**

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier’s senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier’s preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s preferred offering and not just one of Supplier’s contract options.
- (iii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s GovMVMT program and linked to GovMVMT’ website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

(b) **Value Commitment:**

(i) Supplier represents to GovMVMT that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for

other Public Agencies.

(iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation. While it is the objective of GovMVMT to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Differentiator Commitment**. Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

- (d) **Sales and Marketing Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales**. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) **Branding and Logo Compliance**. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) **Sales Force Training**. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) **Participating Public Agency Access**. Supplier shall establish the following communication links to facilitate customer access and communication:
- A. A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
1. GovMVMT standard logo;

2. Copy of original procurement solicitation and all addenda;
 3. Copy of Master Agreement including all amendments.
 4. Summary of Products and Services pricing.
 5. Electronic link to GovMVMT' online registration page;
 6. Other promotional material as requested by GovMVMT.
 7. A dedicated toll-free national hotline for inquiries regarding GovMVMT.
 8. A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party
- 4.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.
- 4.5 Indemnity. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation,

reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV
PRICING AUDITS

- 5.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVMT is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V
FEES & REPORTING

- 5.2 Administrative Fees. Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.
- Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

Administrative Fee Tiers*

Annual Contract Spend Low	Annual Contract Spend High	Administrative Fee
\$0	\$15,000,000	1.75%
\$15,000,001	\$25,000,000	1.5%
\$25,000,001	\$75,000,000	1.25%
\$75,000,001	> \$75,000,001	1.00%

*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1st – December 31st of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

- 5.3 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its future potential program sponsors and state associations.
- 5.4 Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT’s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT’s trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT’s reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit.
- 5.5 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.
- 5.6 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) GovMVMT Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.7 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under 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 Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI
MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment without such consent shall be void.

(b) GovMVMT. This Agreement and any rights or obligations hereunder may be assigned by GovMVMT in GovMVMT's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMT's obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMT may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

GovMVMT:

GovMVMT
7629 NW 143rd St
Alachua, FL 32615
Attn: Program Manager Administration

Supplier:

Attn: GovMVMT Program Manager

- 6.4 Severability. 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.
- 6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.
- 6.9 Attorney's Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, GovMVMT has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By _____

Name: David Kidd

Title: Program Manager

Supplier:

(Insert Supplier Name)

By _____

Name: _____

Title: _____

SAMPLE SALES REPORT TEMPLATE

ID No	Supp ID	Account No	Agency Name	Address	Address2	City	State	Zip	Year	Qtr	Month	Sales Amount

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<https://www.govmvt.org/>).

RECITALS

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

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

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

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Participating Public Agency and Contract Supplier.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVM website, as applicable.

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, _____ has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

(Printed Name)

(Title)

(Date)

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

- A. Nondiscrimination – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. Recycled Products - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.
- C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—CONTRACTOR agrees 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 of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. Debarment and Suspension. CONTRACTOR certifies, by execution of Exhibit F - 1, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. Byrd Anti-Lobbying Amendment. CONTRACTOR certifies by execution of Exhibit F - 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. Termination for Convenience. This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. Termination for Cause
 - 1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- H. Prohibition on certain telecommunications and video surveillance services or equipment. CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- I. Equal Employment Opportunity - During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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. 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. CONTRACTOR will send to each labor union or representative of workers with which he has

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

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. 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. 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. 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. 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.

J. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).

1. CONTRACTOR must comply 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”). CONTRACTOR must 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. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.
2. CONTRACTOR must comply 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”). CONTRACTOR is 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.

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

K. Contract Work Hours and Safety Standards Act. CONTRACTOR agrees to comply 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. Specifically, CONTRACTOR must 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. This clause does 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.

L. Program Fraud, False or Fraudulent Statements, and Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

M. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

N. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.

EXHIBIT F
FEDERAL CONTRACT TERMS AND CONDITIONS

- b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

F – 1 (Debarment and Suspension)
FEDERAL CONTRACT TERMS AND CONDITIONS

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
 - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
 - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. *The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*
4. *This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.*

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

F – 1 (Debarment and Suspension)
FEDERAL CONTRACT TERMS AND CONDITIONS

DUNS No: _____

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

31 U.S.C. 1352 et seq.

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 and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 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 [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors 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 by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Printed Name of

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

Representative: _____

Signature/Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS No: _____

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

Definitions

Federal Emergency Management Agency (FEMA): FEMA's statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall 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 does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor or for convenience.

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

3. Equal Employment Opportunity

Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

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

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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 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 its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

- (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, 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 practice when it participates in federal 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

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.**

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 29 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland "Anti-Kickback" Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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.

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 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and 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.

- (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 laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) 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), 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).
- (3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency 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).
- (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

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA’s Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs. The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

Funding Agreements: The regulation at 37 CFR § 401.2 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 Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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 (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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 Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of face relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 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 compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

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

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

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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 grant, 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.

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.

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 representative 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.C. 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.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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

 Signature of Contractor's Authorized Official

 Name and Title of Contractor's Authorized Official

 Date

11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

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:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) 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 of any system;
 - (ii) Enter into, extend, or renew 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 of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) 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.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

- (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 recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (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
 - (iii) 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), in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the 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 the purposes of this clause:

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Access to Records

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.

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.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform 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.

15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

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.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

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

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The necessary steps are as follows:

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.

21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or data for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

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

Company Name: _____

Address, City, State, Zip Code: _____

Phone: _____

Fax: _____

Printed Name of Authorized Signer: _____

Email address of Authorized Signer: _____

Signature of Authorized Signer: _____

Date: _____

EXHIBIT H
NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certification

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

- (1) 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;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

**EXHIBIT H
ATTACHMENT 1**

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

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Address: _____

- | | | |
|---|--------------------------|--------------------------|
| | Yes | No |
| 1. The Company is a Sole Proprietor ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

A sole proprietor is a person who owns an unincorporated business by him/herself.
A limited liability company with a single member is not a Sole Proprietor.

- | | | |
|---|--------------------------|--------------------------|
| 2. The Company is a Corporation, Partnership, or Limited Liability Company . | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

If you answered **YES** to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest

**EXHIBIT H
ATTACHMENT 1**

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

**EXHIBIT H
ATTACHMENT 2**

**NON-COLLUSION AFFIDAVIT
N.J.S.A. 52:34-15**

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding
in connection with the above-named project; and that all statements contained in said proposal
and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**EXHIBIT H
ATTACHMENT 3**

**AFFIRMATIVE ACTION AFFIDAVIT
P.L. 1975, c.127**

Company Name: _____

Address: _____

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

Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

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

Authorized Signature

Printed Name

Title

Date

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

**EXHIBIT H
ATTACHMENT 3**

GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 its 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.

**EXHIBIT H
ATTACHMENT 3**

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Signature of Procurement Agent

**EXHIBIT H
ATTACHMENT 4**

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

EXHIBIT H
ATTACHMENT 4

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/lfn2006.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.**

**EXHIBIT H
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee

EXHIBIT H
ATTACHMENT 4

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.”

**EXHIBIT H
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26**

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature	Printed Name	Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**EXHIBIT H
ATTACHMENT 4**

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the](#)
[Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**EXHIBIT H
ATTACHMENT 5**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.
Use more space as necessary.**

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

EXHIBIT H
ATTACHMENT 6

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, 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 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).

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

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.

**EXHIBIT H
ATTACHMENT 7**

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

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

EXHIBIT I
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVT and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions 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 Indiana	State of Nebraska	State of South Carolina
State of Alaska	State of Iowa	State of Nevada	State of South Dakota
State of Arizona	State of Kansas	State of New Hampshire	State of Tennessee
State of Arkansas	State of Kentucky	State of New Jersey	State of Texas
State of California	State of Louisiana	State of New Mexico	State of Utah
State of Colorado	State of Maine	State of New York	State of Vermont
State of Connecticut	State of Maryland	State of North Carolina	State of Virginia
State of Delaware	State of Massachusetts	State of North Dakota	State of Washington
State of Florida	State of Michigan	State of Ohio	State of West Virginia
State of Georgia	State of Minnesota	State of Oklahoma	State of Wisconsin
State of Hawaii	State of Mississippi	State of Oregon	State of Wyoming
State of Idaho	State of Missouri	State of Pennsylvania	District of Columbia
State of Illinois	State of Montana	State of Rhode Island	

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <http://www.usa.gov/state-tribal-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES. TOWNS. VILLAGES AND
BOROUGHES INCLUDING BUT NOT
LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR CITY
OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR CITY
OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR CITY
OF BOSSIER CITY, LA CITY
OF BROOKINGS, OR CITY OF
BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY
OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY
OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY
OF LAFAYETTE, LA CITY OF
LAKE CHARLES, OR CITY OF
LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR CITY
OF METAIRIE, LA CITY OF
MILL CITY, OR CITY OF
MILWAUKIE, OR CITY OF
MONROE, LA
CITY OF MOSIER, OR

CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR CITY
OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR CITY
OF REEDSPORT, OR CITY
OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR CITY
OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR CITY
OF SULPHUR, LA CITY OF
TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR CITY
OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY
OF WILSONVILLE, OR CITY
OF WINSTON, OR CITY OF
WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT ANTIMONY,
UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT BICKNELL,
UT

BIG WATER, UT
 BLANDING, UT
 BLUFFDALE, UT
 BOULDER, UT
 CITY OF BOUNTIFUL, UT
 BRIAN HEAD, UT
 BRIGHAM CITY CORPORATION, UT
 BRYCE CANYON CITY, UT
 CANNONVILLE, UT
 CASTLE DALE, UT CASTLE
 VALLEY, UT CITY OF
 CEDAR CITY, UT CEDAR
 FORT, UT
 CITY OF CEDAR HILLS, UT
 CENTERFIELD, UT
 CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT EAGLE
 MOUNTAIN, UT EAST
 CARBON, UT ELK
 RIDGE, UT
 ELMO, UT
 ELSINORE, UT
 ELWOOD, UT
 EMERY, UT ENOCH,
 UT ENTERPRISE,
 UT EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT

FARR WEST, UT
 FAYETTE, UT FERRON,
 UT FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT
 GUNNISON, UT
 HANKSVILLE, UT
 HARRISVILLE, UT
 HATCH, UT
 HEBER CITY CORPORATION, UT
 HELPER, UT
 HENEFER, UT
 HENRIEVILLE, UT
 HERRIMAN, UT
 HIDEOUT, UT
 HIGHLAND, UT
 HILDALE, UT
 HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT

KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT LA
VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT NIBLEY,
UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT

OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE,
UT PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT SARATOGA
SPRINGS, UT SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT SUNSET
 CITY CORP, UT
 SYRACUSE, UT TABIONA,
 UT
 CITY OF TAYLORSVILLE, UT TOOELE
 CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT TROPIC,
 UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT WALES,
 UT WALLSBURG,
 UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT WELLSVILLE,
 UT WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT WEST
 JORDAN, UT WEST
 POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT WOODLAND
 HILLS, UT WOODRUFF, UT
 WOODS CROSS, UT

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

ASCENSION PARISH, LA ASCENSION
 PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA CALCASIEU
 PARISH, LA CALCASIEU PARISH
 SHERIFF'S

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

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

COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR ALDER CREEK-BARLOW WATER DISTRICT NO. 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 APPLGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR BAKER
VALLEY VECTOR CONTROL DISTRICT,
OR
BANDON CRANBERRY WATER
CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT
DISTRICT, OR
BASIN AMBULANCE SERVICE
DISTRICT, OR
BASIN TRANSIT SERVICE
TRANSPORTATION DISTRICT, OR BATON
ROUGE WATER COMPANY BAY AREA
HEALTH DISTRICT, OR BAYSHORE
SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD
DISTRICT, OR
BEAVER CREEK WATER CONTROL
DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT
COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE
DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL
ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION
DISTRICT
BENTON S.W.C.D., OR BERNDT
SUBDIVISION WATER
IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION

DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR BLACK
BUTTE RANCH DEPARTMENT OF
POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR BLUE
MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR
DISTRICT, OR
BLUE RIVER PARK & RECREATION
DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR BLY
WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE
DISTRICT, OR BOARDMAN PARK AND
RECREATION DISTRICT
BOARDMAN R.F.P.D., OR BONANZA
BIG SPRINGS PARK & RECREATION
DISTRICT, OR BONANZA
MEMORIAL PARK CEMETERY
DISTRICT, OR BONANZA R.F.P.D.,
OR
BONANZA-LANGELL VALLEY VECTOR
CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL
ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE
DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR

CAMAS VALLEY R.F.P.D., OR CAMELLIA
PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR CAMP
SHERMAN ROAD DISTRICT, OR CANBY
AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR CANBY
UTILITY BOARD, OR CANNON
BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE
DISTRICT, OR
CAPE FERRELO R.F.P.D., OR CAPE
FOULWEATHER SANITARY
DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD
DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT,
OR
CEDAR TRAILS SPECIAL ROAD
DISTRICT, OR
CEDAR VALLEY - NORTH BANK
R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC
OPPORTUNITY CORP, LA CENTRAL
LINCOLN P.U.D., OR CENTRAL
OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION
DISTRICT, OR
CHAPARRAL WATER CONTROL
DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION
DISTRICT, OR
CHEHALEM PARK AND RECREATION
DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC
LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL
DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD
DISTRICT, OR
CHR DISTRICT IMPROVEMENT
COMPANY, OR
CHRISTMAS VALLEY DOMESTIC
WATER DISTRICT, OR CHRISTMAS
VALLEY PARK & RECREATION
DISTRICT, OR CHRISTMAS VALLEY
R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1,
OR
CLACKAMAS COUNTY SERVICE
DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR
CONTROL DISTRICT, OR CLACKAMAS
RIVER WATER CLACKAMAS RIVER
WATER, OR CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR CLATSKANIE LIBRARY
DISTRICT, OR CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION
DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY
DISTRICT
CLATSKANIE R.F.P.D., OR CLATSOP
CARE CENTER HEALTH DISTRICT,
OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT
COMPANY #15, INC., OR
CLEAN WATER SERVICES CLEAN
WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS
DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR
CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR COLUMBIA
S.W.C.D., OR CONFEDERATED
TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT
SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT
SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE
ASSOCIATION
COOS S.W.C.D., OR COQUILLE
R.F.P.D., OR COQUILLE VALLEY
HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER
IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL
WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE
DISTRICT, OR
COVE ORCHARD SEWER SERVICE
DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND
IMPROVEMENT DISTRICT, OR CROOK
COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR CROOK
COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS &
RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL
DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD
DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT
SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT,
OR
DAVID CROCKETT STEAM FIRE
COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR DEER
ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
DELL BROGAN CEMETERY
MAINTENANCE DISTRICT, OR DEPOE
BAY R.F.P.D., OR DESCHUTES COUNTY
911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT,
OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER
DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR DRRH
SPECIAL ROAD DISTRICT #6, OR DRY
GULCH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER
SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING
PRESERVATION DISTRICT, OR EAGLE
POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY
MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR EAST
SALEM SERVICE DISTRICT, OR EAST
UMATILLA CHEMICAL CONTROL
DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE
AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS &
RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL
ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE
DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR EUGENE
WATER AND ELECTRIC

BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR FAIRVIEW
WATER DISTRICT, OR FALCON
HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER
DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD
DISTRICT, OR
FARGO INTERCHANGE SERVICE
DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR FERN
RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES
IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD
DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL
DISTRICT, OR
FOX CEMETERY MAINTENANCE
DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD
DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR GLIDE
- IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN
R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY
DISTRICT, OR
GRAND PRAIRIE WATER CONTROL
DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION
DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK &
RECREATION DISTRICT, OR
GREATER TOLEDO POOL
RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD
DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE
DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE
DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR HARBOR
R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION
DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY

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

ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR INTERLACHEN
WATER P.U.D., OR IONE LIBRARY
DISTRICT, OR IONE R.F.P.D. #6-604,
OR
IRONSIDE CEMETERY MAINTENANCE
DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION
DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION
DISTRICT, OR
ISLAND CITY CEMETERY
MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD
DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL
DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1,
OR
JEFFERSON COUNTY LIBRARY
DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION
DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR JOHN
DAY WATER DISTRICT, OR JOHN DAY-
CANYON CITY PARKS & RECREATION
DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY
DISTRICT, OR

JORDAN VALLEY IRRIGATION
DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY
DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR JOSEPHINE
COUNTY 911 AGENCY, OR JUNCTION CITY
R.F.P.D., OR JUNCTION CITY WATER
CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL
DISTRICT, OR
JUNIPER FLAT DISTRICT
IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR JUNO
NONPROFIT WATER
IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR KEATING
S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR KENO
PINES ROAD DISTRICT, OR KENO
R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR K-
GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS
DISTRICT, OR
KLAMATH BASIN IMPROVEMENT
DISTRICT, OR
KLAMATH COUNTY DRAINAGE
SERVICE DISTRICT, OR KLAMATH
COUNTY EXTENSION SERVICE
DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE
DISTRICT, OR
KLAMATH COUNTY PREDATORY

ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES
SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO
GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD
DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL
DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE
R.F.P.D., OR
LA GRANDE CEMETERY
MAINTENANCE DISTRICT, OR LA
GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION
DISTRICT, OR
LA PINE R.F.P.D., OR LABISH
VILLAGE SEWAGE &
DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT –
DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR LAKE
CHINOOK FIRE & RESCUE, OR LAKE
COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR LAKE
GROVE R.F.P.D. NO. 57, OR LAKE
GROVE WATER DISTRICT, OR LAKE
LABISH WATER CONTROL DISTRICT,
OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR LAKEVIEW
S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE AUTHORITY, OR LANE
LIBRARY DISTRICT, OR LANE
TRANSIT DISTRICT, OR LANGELL
VALLEY IRRIGATION DISTRICT,
OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR LANGLOIS
WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY
TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER
CONTROL, OR
LITTLE NESTUCCA DRAINAGE
DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD
DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER
CONTROL DISTRICT, OR LOOKINGGLASS
RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR LOST
& BOULDER DITCH
IMPROVEMENT DISTRICT, OR LOST
CREEK PARK SPECIAL ROAD
DISTRICT, OR
LOUISIANA PUBLIC SERVICE
COMMISSION, LA LOUISIANA
WATER WORKS LOWELL
R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER
CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION
DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR

LOWER UMPQUA PARK & RECREATION DISTRICT, OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MALHEUR DRAINAGE DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR MALIN COMMUNITY PARK & RECREATION DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR MERRILL R.F.P.D., OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR MORROW S.W.C.D., OR MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR MT. LAKE CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY

DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D., OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR NYSSA ROAD ASSESSMENT DISTRICT

#2, OR
NYSSA RURAL FIRE DISTRICT, OR NYSSA-
ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR OLD
OWYHEE DITCH IMPROVEMENT
DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE
DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON INTERNATIONAL PORT OF
COOS BAY, OR
OREGON LEGISLATIVE
ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR OWW
UNIT #2 SANITARY DISTRICT, OR OWYHEE
CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH
DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD
DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT
IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD
DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT,

OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY
MAINTENANCE DISTRICT #5, OR PILOT
ROCK PARK & RECREATION DISTRICT,
OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT
COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-
KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-
MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR PINWOOD
COUNTRY ESTATES SPECIAL ROAD
DISTRICT, OR PIONEER DISTRICT
IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY
MAINTENANCE DISTRICT, OR PISTOL
RIVER FIRE DISTRICT, OR PLEASANT
HILL R.F.P.D., OR PLEASANT HOME
WATER DISTRICT, OR
POCAHONTAS MINING AND
IRRIGATION DISTRICT, OR POE
VALLEY IMPROVEMENT
DISTRICT, OR
POE VALLEY PARK & RECREATION
DISTRICT, OR
POE VALLEY VECTOR CONTROL
DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT
DISTRICT, OR
PONDEROSA PINES EAST SPECIAL

ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES,

OR
ROGUE VALLEY SEWER, OR ROGUE
VALLEY TRANSPORTATION DISTRICT,
OR
ROSEBURG URBAN SANITARY
AUTHORITY, OR
ROSEWOOD ESTATES ROAD
DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3,
OR
RURAL ROAD ASSESSMENT DISTRICT #4,
OR
SAINT LANDRY PARISH TOURIST
COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT,
OR
SALEM MASS TRANSIT DISTRICT SALEM
SUBURBAN R.F.P.D., OR SALISHAN
SANITARY DISTRICT, OR SALMON RIVER
PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER
IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL
INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD
DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT
COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE
IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE
DISTRICT #30J, OR
SCAPPOOSE DRAINAGE
IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY
DISTRICT, OR
SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF
NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER
DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR SHERMAN
COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR SILVER
SANDS SPECIAL ROAD DISTRICT,
OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION
DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR SKIPANON
WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT
IMPROVEMENT COMPANY, OR SLEEPY
HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT
COMPANY, OR SOUTH CLACKAMAS
TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR SOUTH
GILLIAM COUNTY CEMETERY

DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH
DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-
301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE &
RESCUE, OR
SOUTH SANTIAM RIVER WATER
CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT,
OR
SOUTH WASCO PARK & RECREATION
DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY
MAINTENANCE DISTRICT, OR SOUTHVIEW
IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY
WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY
R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD
DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR ST.
PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR SUBLIMITY
FIRE DISTRICT, OR SUBURBAN EAST
SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT
IMPROVEMENT COMPANY, OR SUMMER
LAKE IRRIGATION DISTRICT, OR

SUMMERVILLE CEMETERY
MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD
DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD
DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION
DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION
DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION
DISTRICT, OR
SUTHERLIN WATER CONTROL
DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY
MAINTENANCE DISTRICT, OR SWEET
HOME FIRE & AMBULANCE DISTRICT,
OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT
COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR TERREBONNE
DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD
DISTRICT, OR
THREE SISTERS IRRIGATION
DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD
IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR

TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY
TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT
COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY
AUTHORITY, OR
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN HILLS PARK & RECREATION
DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT,
OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD
DISTRICT, OR
TWO RIVERS S.W.C.D., OR TWO
RIVERS SPECIAL ROAD
DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY
DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR

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

WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY
 AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR WATER
 ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT
 DISTRICT, OR
 WATERBURY & ALLEN DITCH
 IMPROVEMENT DISTRICT, OR
 WATSECO-BARVIEW WATER
 DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER
 CONTROL DISTRICT, OR
 WEST EXTENSION IRRIGATION
 DISTRICT, OR
 WEST LABISH DRAINAGE & WATER
 CONTROL IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR WEST
 UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD
 DISTRICT, OR
 WESTERN LANE AMBULANCE
 DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK
 & RECREATION DISTRICT, OR WESTON
 CEMETERY DISTRICT #2, OR WESTPORT
 FIRE AND RESCUE, OR WESTRIDGE
 WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR

WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION
 DISTRICT, OR
 WILLAMALANE PARK AND
 RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER
 COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT,
 OR
 WINCHUCK R.F.P.D., OR WINSTON-
 DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR WOOD
 RIVER DISTRICT IMPROVEMENT
 COMPANY, OR WOODBURN
 R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD
 DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER
 IMPROVEMENT DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION
 DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK
 WATER DISTRICT, OR ZUMWALT
 R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
 ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL
 DISTRICT

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

DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA

PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS RAPIDES
PARISH SCHOOL DISTRICT REDMOND
SCHOOL DISTRICT REYNOLDS SCHOOL
DISTRICT ROGUE RIVER SCHOOL
DISTRICT ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL
BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION
SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT
NO.55
TERREBONNE PARISH SCHOOL
DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL
DISTRICT
WILLAMETTE EDUCATION SERVICE
DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT ACADEMY
FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR
SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY
ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT

CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT CARBON
SCHOOL DISTRICT, UT CHANNING
HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT
DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT EXCELSIOR
ACADEMY, UT
FAST FORWARD HIGH, UT FREEDOM
ACADEMY, UT GARFIELD SCHOOL
DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT GRANITE
DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT ITINERIS
EARLY COLLEGE HIGH, UT JOHN
HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE
SCHOOL DISTRICT, UT KARL G
MAESER PREPARATORY ACADEMY,
UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT LOGAN
SCHOOL DISTRICT, UT

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

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

HIGHER EDUCATION ARGOSY
UNIVERSITY BATON ROUGE
COMMUNITY COLLEGE, LA

BIRTHINGWAY COLLEGE OF
MIDWIFERY
BLUE MOUNTAIN COMMUNITY
COLLEGE
BRIGHAM YOUNG UNIVERSITY -
HAWAII
CENTRAL OREGON COMMUNITY
COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY GEORGE
FOX UNIVERSITY KLAMATH
COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY
HEALTH SERVICES MARYLHURST
UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL
MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE
UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY OREGON
UNIVERSITY SYSTEM PACIFIC
UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY REED
COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA
UNIVERSITY
SOUTHERN OREGON UNIVERSITY

(OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON
COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY
COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF
REGENTS
UNIVERSITY OF HAWAII-HONOLULU
COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE
SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC
COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY UTAH
SYSTEM OF HIGHER
EDUCATION, UT UNIVERSITY
OF UTAH, UT
UTAH STATE UNIVERSITY, UT WEBER
STATE UNIVERSITY, UT SOUTHERN
UTAH UNIVERSITY, UT SNOW
COLLEGE, UT
DIXIE STATE COLLEGE, UT COLLEGE
OF EASTERN UTAH, UT UTAH
VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED
TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD
OF MEDICAL EXAMINERS HAWAII
CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII DEPARTMENT OF
TRANSPORTATION HAWAII
HEALTH SYSTEMS
CORPORATION
OFFICE OF MEDICAL ASSISTANCE
PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT

COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF
EDUCATION OREGON LOTTERY
OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF
CORRECTIONS
OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION
COUNCIL
SANTIAM CANYON COMMUNICATION