

**PROCUREMENT SERVICES DEPARTMENT
REQUEST FOR PROPOSALS**

**24101-RFP-DST PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT, AND RELATED PRODUCTS AND SERVICES
MAY 2, 2024**

Hillsborough County Public Schools (“HCPS”) issues this competitive solicitation (“solicitation”), per Rule 6A-1.012, F.A.C., to announce that HCPS is accepting proposals from all qualified firms or individuals interested in providing the services as described herein. The proposer must demonstrate by their qualifications, experience, availability, approach, and work plan that they will best serve the overall needs of HCPS.

Important Dates. The following dates are subject to change. All changes shall be announced via www.myvendorlink.com.

Last Day for Technical Questions. Technical questions regarding the solicited commodities and services must be received in writing via VendorLink no later than the last day for technical questions.	Thursday, May 16, 2024, at 12:00 PM
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Proposal Due Date.	Monday, June 10, 2024, at 3:00 PM
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VendorLink (www.myvendorlink.com). HCPS will post all solicitations and supporting documents on VendorLink. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each proposer must have a current vendor application on file with VendorLink to conduct business, receive updates and addenda, and ask questions under any HCPS solicitation.

Addenda. Those interested in responding to and receiving addenda to this RFP, or any other HCPS procurement opportunity, must log on to VendorLink and select "active bids," search for this RFP, and download the document(s). Downloading the document will enter your email address as a participant and will provide notifications and updates for the solicitation. Each proposer must, before submitting the proposal, determine whether the addenda was issued via VendorLink and if so, download and respond accordingly to such addenda.

VendorLink Technical Support. All proposers must allow adequate time to upload their submittal on VendorLink and are solely responsible for contacting VendorLink technical support at support@eVendorLink.com if technical difficulties arise during the submission of the proposal.

Notice. Failure to file a protest within the time prescribed in § 120.57(3), Florida Statutes (F.S.), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. Any protest must be timely filed with the General Manager of Procurement Services via email at corey.murphy@hcps.net.

Lobbying/Cone of Silence. Per policy 6320, Procurement web.hillsboroughschools.org/policymanual/detail/556, prohibits any communication regarding an active solicitation between any HCPS employee or Board member and any third party, representative, or lobbyist of that party, in effect from the time of the release of the solicitation until an agreement is signed by HCPS or awarded by the Board.

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1.0 SUMMARY & SCOPE OF NATIONAL COOPERATIVE

Hillsborough County Public Schools (herein “Lead Public Agency” or “HCPS”) 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 Public Safety and Emergency Preparedness Equipment, and Related Products and Services (herein “Products and Services”).

1.1 OBJECTIVES

1. Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies.
2. Establish the Master Agreement as the Supplier’s primary offering to Participating Public
3. Agencies.
4. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that reduces the Supplier’s need to respond to multiple solicitations and Public Agencies’ need to conduct their own solicitation process.
5. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost- effective pricing.
6. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

It is the intent of Hillsborough County Public Schools to establish a contract with one or more Contractors to support the District and Participating Public Agencies to protect the country’s critical infrastructures such as schools public buildings, hospitals, and other vital public infrastructure with products and services related to public safety, and emergency preparedness, including but not limited to, public and health crisis, civil unrest, national disaster, homeland security risks, and general public safety and preparedness. Suppliers should propose their broadest possible selection of the equipment and services offered to meet the extensive and diverse needs of Participating Public Agencies. Proposers are not required to provide products for all listed categories, nor is this intended to be an exhaustive list.

1. **Personal Protective Equipment** – Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; chemical resistant suits, gloves (medical and cryogenic); protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA’s, and all other protective items worn on the person.
2. **Explosive Device Mitigation and Remediation Equipment**– a complete and comprehensive offering of equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:
 - Bomb Search Protective Ensemble for Chemical/Biological Response
 - Chemical/Biological Undergarment for Bomb Search Protective Ensemble
 - Cooling Garments to manage heat stress
 - Robots, Robot Upgrades
 - Ballistic Threat Body Armor & Helmets
 - Blast and Ballistic Threat Eye Protection
 - Blast and Overpressure Threat Ear Protection
 - Fire Resistant Gloves
 - Disarmer/Disrupter

- Real Time X-Ray Unit, Portable X-Ray Unit
 - CBRNE Compatible Total Containment Vessel (TCV)
 - CBRNE Upgrades for Existing TCV
 - Fiber Optic Kit (inspection or viewing)
 - Tents, standard or air inflatable for chem/bio protection
 - Inspection mirrors
 - Ion Tract Explosive Detector
 - All other EOD Equipment
3. **Air Purification-** including but not limited to:
- Air Filters
 - Commercial Air Purifiers
 - Air Scrubbers
 - Ozone Generators
 - Air Purifier Accessories
 - All other Air Purification Equipment and Supplies
4. **Information Technology** – Equipment and services providing Information Technology, such as:
- Servers
 - Switches
 - Software
 - Monitors and wall display for real time Crime Centers
 - Cloud services
 - Shot Detection and Tracking
 - All other Information Technology for Emergency and Public Preparedness
5. **Cyber Security Enhancement Equipment and Services** – Equipment and services providing cyber security enhancement, such as:
- Secure appliances
 - Filter switches
 - Filters
 - Securer cloud services
 - All other cyber security enhancement equipment and services for Emergency and Public Preparedness
6. **Interoperable Communications Equipment** – Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service and maintenance. Products include:
- CAD/RMS fusion equipment
 - Software and services
 - Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air to

ground capability (as required)

- Antenna systems
- Personnel Alert Safety System (PASS) – (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

7. **Metal Detection-** including but not limited to:

- Handheld Metal Detectors
- Walk-Through Metal Detectors
- Portable Metal Detectors
- All other metal detection equipment, parts and accessories

8. **Detection Equipment** – Equipment to sample, detect, identify, quantify, and monitor for chemical, biological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include, but are not limited to:

- Bioassays
- PID
- Radiation Detection
- PCR
- Vape Detection
- Walk-Thru Detection
- All other detection equipment

9. **Decontamination Equipment** – Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination, including, but not limited to:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums

- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Air Purification
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

10. Medical Supplies including, but not limited to:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat -Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

11. Power Equipment -used to provide power, including, but not limited to:

- Generators
- Batteries
- All other equipment to provide power

12. Classroom Cleanliness and Hygiene Products and Solutions – including, but not limited to:

- Disinfectants
- Sanitizing Wipes
- Mops, brooms
- Buckets
- Scrubbers
- Cleaning gloves
- Personal Hygiene products/kits
- All other equipment and supplies related to Classroom Cleanliness and Hygiene

13. Physical Security – Any and all equipment, and services to include, but not limited to:

- CCTV
- Access control
- LPR
- Radar
- All other Physical Security Enhancement Equipment
- Physical Security related services
- Installation necessary to enhance the physical security of critical infrastructure
- Service and maintenance

14. **Window Film** – Any and all products, equipment, and services related to Window Film

15. Inspection and Screening Systems

- Millimeter
- X-Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

16. **CBRNE Equipment, Training and Reference Materials**- Equipment providing a technical search and rescue capability for a CBRNE environment and reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation equipment
- All other CBRNE operational and search and rescue equipment
- Jane’s books
- Training books, including, but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CRENE reference materials

- Command vehicles
- Hazmat rigs
- Bomb trucks
- Armored vehicles
- ATVs
- All other CBRNE Incident Response Vehicles
- Area monitoring
- Situational awareness equipment
- CWA
- Stand-off detection
- All other Terrorism Incident Prevention Equipment
- Helicopters and associated maintenance
- UAV
- UAW and accessories
- Drones
- Aviation mapping
- Software
- All other CBRNE aviation equipment
- Control and command vehicles
- NIMS accessories
- Traffic control items
- All other CBRNE logistical support equipment
- CBRNE boats
- Box boats
- All other CBRNE prevention and response watercraft

17. Intervention Equipment

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

18. Perimeter Security – Security solutions that utilize physical and technology systems to protect from unauthorized access such as:

- Fences/gates
- Lighting and barriers
- Video analytics
- Video management

- Access control
- Fence sensors
- Underground sensors
- Security management
- All other perimeter security equipment and services

19. Law Enforcement Equipment – Including, but not limited to:

- Firearms
- Lethal and Nonlethal Munitions
- Duty Gear
- Personal Protective Equipment
- All other Law Enforcement Equipment

20. Vehicles and Vehicle Upfitting – Any public safety vehicles including equipment relating to the outfitting and maintenance of vehicles, including, but not limited to:

- Sirens
- Lights
- Speed cameras
- RADAR
- All other vehicle and vehicle upfitting equipment and accessories

21. Related Products and Services – Any related emergency and public preparedness equipment, supplies, and services offered by the supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through the Supplier – Equipment, supplies, materials, and services the supplier offers but does not appear specifically in the above categories.

1.3 GOVMVMT PURCHASING COOPERATIVE

GovMVMT Purchasing Cooperative (herein “GovMVMT”) 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 Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Innovative Government Services Association

Innovative Government Services Association (IGSA) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies. 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.

GovMVMT is IGSA’s premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.

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 a “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, GovMVM, 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 GovMVM as a Participating Public Agency in the GovMVM 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 ‘Exhibit D’ of Section 8.0 GovMVM Compliance Document.

By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVM, 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 that available to Participating Public Agencies through GovMVM.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is One Hundred Million Dollars (\$100,000,000) 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 GOVMVM as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVM.

Marketing Support

GOVMVM provides marketing support for each Supplier’s products through the following:

1. Sales and marketing personnel that directly promote the GOVMVM 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.
2. GOVMVM provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVM.

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.

Evaluation of Proposals

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

Other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposals and provides the best overall value will be eligible for a contract award. GOVMVM reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.4 COST PROPOSAL INSTRUCTIONS:

The Proposer must submit the following information as part of the cost proposal:

1. Provide in Attachment B (Pricing Sheet) the proposed pricing using a fixed percentage discount from a manufacturer price list, or other objectively verifiable criteria, for each product category in Section 1.2 above. Multiple discounts may be provided for each product category.
2. Provide in Attachment C (Market Basket) the price for each item based on the discount proposed in the Pricing Sheet. **Please note that this is not a core list or high volume items, and does not solely determine lowest price.**

Proposers must provide required information for each item listed in Attachment C to include:

- Manufacturer part number;
- Supplier product number; and
- Identify category (per Attachment B) for each item.

TAB 1. CONTACT INFORMATION & CERTIFICATION

The Proposer must supply the information listed below for consideration. In case of a dispute or if further clarification becomes necessary, please indicate your representative's contact information. The General Manager of Procurement Services shall serve as the HCPS representative.

Local Contact Information

Account Representative Name

Title

Local Address

Phone Number

Cell Phone Number

Email Address

Fax Number

X
Signature of Owner or Authorized Officer

Date

Corporate Information

Representative's Name

Telephone Number

Company Name

Principal Place of Business Address

Remit-To Address (if different from above)

Corporation Sole Proprietor/Partnership Limited Liability Corp.

FEIN or SS# _____ Other. _____

The preferred method to receive a purchase order. US Mail Fax

Yes No. Is Vendor Workers' Compensation Exempt? If Yes, attach proof of exemption.

Yes No. Is your company registered as an SBE with the HCPS Office of Supplier Diversity?

Yes No. Is your company SMWBE certified with any of the following agencies?

City of Tampa, FL. Statewide & Inter-Local Certification, Hillsborough County BOCC, Florida State Minority Supplier Development Council, or City of St. Petersburg.

[INTENTIONALLY BLANK]

TAB 2. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated and applicable to all Hillsborough County Public Schools (HCPS)-issued competitive solicitations and to each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the “Proposer”) submitting a proposal, to have assented to these non-negotiable conditions by the act of responding to this competitive solicitation (solicitation) and acceptance of a request for purchase via duly issued purchase order (PO). Before the solicitation due date. HCPS may incorporate additional conditions during the active solicitation process, without limitation, referenced as Addendum, Attachment, Appendix, or Exhibit. Any conflict in terms of any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence: addenda, answers to questions on www.myvendorlink.com, appendix, attachment, exhibition, and the solicitation.

2.1 LEGAL REQUIREMENTS

The Contractor must be knowledgeable of and in compliance with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and School Board Policies (<https://web.hillsboroughschools.org/policymanual/>) that may affect the provision of commodities and contractual services covered herein. The Contractor’s lack of knowledge shall not be a cause for relief from responsibility.

2.1.1 Governing Law, Jurisdiction, and Venue. This award shall be governed by and interpreted per the laws of the state of Florida other than its conflict of laws principles. The parties agree that if any suit or proceeding is brought in connection with this award, such suit or proceeding shall be brought in the state or federal courts located in Hillsborough County, Florida, and the parties shall submit to the exclusive jurisdiction of such courts and waive all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys’ fees and costs incurred because of any action or proceeding under this award.

2.1.2 The Jessica Lunsford Act (JLA). Per §§ 1012.465 and 1012.467, F.S., the “Jessica Lunsford Act,” the Contractor who meets any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department, or where designated by HCPS. Those Contractor employees are required to have the statewide JLA (blue) badge and the HCPS (yellow) badge to access HCPS sites. Site personnel will deny access to the Contractor who violates this requirement. The following exemptions may apply:

- A law enforcement officer, as defined in § 943.10 (1), F.S., if assigned or dispatched to HCPS grounds by their employer.
- An employee or medical director of an ambulance provider licensed under Chapter 401, who is providing services within the scope of part III of Chapter 401 on behalf of such ambulance provider.
- Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height.
- Those non-instructional contractors that provide pickup or delivery services and those services involve brief visits to the school grounds when students are present.

2.1.3 Protest. Any protest concerning bid specifications, a decision, or intended decision under this solicitation shall be made per § 120.57(3), F.S. and Board Policy chapter 6320 (Bid Protest). Questions to Procurement Services, Board members, or any HCPS employee shall not constitute formal notice of a protest. HCPS shall post Board recommendations and tabulations for this solicitation on www.myVendorLink.com. It shall be the sole responsibility of each Proposer to review this solicitation on VendorLink. HCPS will not mail tabulations, recommendations, or notices.

A Proposer who wishes to file a bid protest must file the notice and follow procedures prescribed by § 120.57(3), F.S., for resolution shall file a Notice of Intent to Protest, in writing, within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. For solicitations by Procurement Services, the notice must be filed with the General Manager of Procurement Services, 901 East Kennedy Boulevard, Tampa, Florida 33602.

Any person who files an action protesting a decision or intended decision about a bid under § 120.57(3)(b), F.S., shall post, at the time of filing the formal written protest, a bond payable to the School Board for \$5,000 or three (3%) percent of the estimated value of the contract, whichever is greater, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the School Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in § 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

Florida Department of State, Division of Corporations Registration Requirements. Proposers who are required to be registered with the Florida Department of State, Division of Corporations, or who are incorporated within the State of Florida must furnish their Florida document number and written documentation of "active" status. All registered Proposers must have an active status to be eligible to do business with HCPS. Proposers doing business under a fictitious name must submit their proposal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit www.Sunbiz.org.

2.1.4 Severability. In case any one or more of the provisions contained in this solicitation shall be for any reason held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability, unlawful, or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, unlawful, unenforceable, or void provision had never been included herein.

2.1.5 Fair Labor Standards Act ("Hot Goods"). The Proposer certifies that the production of the provided commodities and contractual services shall be compliant with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

2.1.6 Student Confidentiality. Any records, materials, documents, or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of commodities and contractual services for HCPS are confidential and shall

not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the HCPS Award, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law, the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure. The Contractor agrees to not remove from HCPS premises, except as a contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents, or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS. Upon Award expiration, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records that are in the Contractor's possession or control, and which are confidential information as defined in the Award. The Contractor's failure to comply with the provisions of the Award pertaining to confidential information is a breach of the Award and may result in the termination of the Award and further legal action against the Contractor. The provisions of the Award pertaining to confidential information shall survive termination of the Award between HCPS and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS due to the Contractor's breach of the confidentiality provisions of this solicitation. The Contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain a further breach of the Award or to prevent unauthorized uses or disclosures of confidential information by the Contractor.

2.1.7 Tax Exemption. HCPS is exempt from federal and state taxes for tangible personal property. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. Note, that the Contractor cannot claim exemption from taxes for materials to fulfill its contractual obligations to HCPS. HCPS shall not

authorize the use of HCPS' tax exemption number to purchase such materials.

2.1.8 Public Records Laws. The Contractor acknowledges that this Agreement and all documents submitted to HCPS related to this Agreement are a matter of public record and are subject to the State of Florida Public Records Law Chapter 119, F.S., and Article I, Section 24, of the State Constitution, and any other comparable federal laws. The Contractor further acknowledges that HCPS may post this Agreement on HCPS' website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS under § 119.0701, F.S., the Contractor shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- upon request from the Office of Communications, provide HCPS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in § 119.07 (4), F.S., or as otherwise provided by law; and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Contractor does not transfer the records to HCPS; and
- upon completion of this Agreement, transfer, at no cost, to HCPS all public records in possession of the Contractor or keep and maintain public records required by HCPS to perform the service. If the Contractor transfers all public records to HCPS upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to HCPS, upon request from HCPS' Office of Communications, in a format that is compatible with the information technology systems of HCPS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT PHONE: (813) 272-4060, EMAIL: PRR@HCPS.NET, 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602.

2.2 DISCRIMINATION

The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Award or with any of such rules, regulations, or orders, the Award may be canceled, terminated, or suspended in whole or in part.

2.2.1 Statement of Assurance. The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Award. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

2.2.2 Americans with Disabilities Act. A Proposer submitting a proposal to HCPS for the provision of commodities and contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. All contractors and subcontractors providing commodities and contractual services must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

2.3 VENDOR SANCTIONS

The Proposer certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. HCPS may, by written notice to the Contractor, immediately terminate the Award if HCPS determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being

disapproved as a subcontractor of any public procurement unit or other governmental body.

2.3.1 Public Entity Crimes (§287.133(2)(A)). "A person or affiliate who has been placed on the convicted vendor(s) list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any commodities and contractual services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor(s) or consultant under a contract with any public entity, 7 for category two (\$35,000) for 36 months from the date of being placed on the convicted vendor(s) list."

2.3.2 Convicted and Discriminatory Vendor Lists. Per §§ 287.133(2)(a) and 287.134, F.S., and Rule 60A1.006 (1), F.A.C., a person or affiliate who has been placed on the State of Florida Discriminatory Vendor List or the Convicted Vendor List: following a conviction for a public entity crime may not submit a Proposal on a contract to provide commodities and contractual services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity over the threshold amount of \$35,000 for 36 months following the date of being placed on the convicted vendor list.

2.3.3 Bankruptcy. At the time of Proposal submission, the Proposer shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings. If the Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCPS may, at its option, terminate the contract.

2.3.4 E-Verify. Per § 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of the Award. The Contractor shall also require all subcontractors performing services under the award to use the E-Verify system for any employees they may hire during the term of the Award. The Contractor must provide evidence of compliance with § 448.095, F.S.

Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Award and HCPS may choose to terminate the Award, at its sole discretion. The Contractor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and bidding costs (if necessary).

2.3.5 Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Contractor is considered a violation of § 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Award.

2.3.6 Scrutinized Companies Lists/Business Operations in Cuba or Syria. Per the provisions of § 287.135, F.S., a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created under § 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for commodities and contractual services exceeding one million dollars. The Proposer certifies by submission and signature of this Proposal that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or has been engaged in business operations in Cuba or Syria. Any contract for commodities and contractual services of \$1,000,000 or more may be terminated at the option of the awarding body if the company is found to have submitted a false certification been placed on either of these lists or been engaged in business operations in Cuba or Syria.

2.3.7 Conflict of Interest. The award made under this solicitation is subject to the provisions of §§ 112.313(3), 112.313(7), Part III Code of Ethics, F.S., and Board Policy 6460.01 – Conflict of Interest. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities in the school system. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of commodities of any type where the advantage is taken of any professional relationship they may have with any student, client, or parents of students or clients during their employment with HCPS.

- Employees shall not make use of materials, equipment, or facilities of HCPS in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- HCPS shall not enter into a contract knowingly with any supplier of materials, supplies, and services to HCPS that any School Board member or the Superintendent has any material interest in. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which they are the author, and which has been properly approved for use in HCPS' schools.
- Any employee who knowingly can influence, approve, or cause the purchase of any item to the School Board that can render them, or an immediate relative, personal gain must immediately disclose that fact. Any violation of these policies by an HCPS employee shall be subject to disciplinary actions up to and including termination of employment.

2.4 HCPS' RIGHTS

This solicitation will comply with all applicable HCPS policies and federal, state, and local laws. HCPS reserves the right to qualify Proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS is therefore not bound to accept a Proposal solely based on the lowest price. In addition, HCPS at its sole discretion, reserves the right to amend, cancel, recall, or reissue all, or parts of the solicitation, to reject any Proposal, to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. Furthermore, HCPS reserves, but is not limited to, the following rights:

- A Proposer's past performance may be used in the evaluation of this solicitation; or
- appoint an evaluation committee to review Proposals; or
- seek the assistance of technical experts to review Proposals; or
- approve or disapprove the use of subcontractors and suppliers; or
- award a contract to one or more (or none) of

the Proposers; or

- award a contract without discussions or negotiations; or
- disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.4.1 Submittal Rejection. HCPS, at its discretion, may reject any, or part(s) of any Proposal; advertise, postpone, or cancel, at any time, the competitive solicitation process, or waive any irregularities in the solicitation in the proposal received. HCPS also reserves the right to request clarification of information from any Proposer. This solicitation does not commit HCPS to enter a contract nor obligate HCPS to pay for any costs incurred in the preparation and submission of proposals or in anticipation of an Award or contract.

2.4.2 Submittal Confidentiality. Per § 119.071(1)(b)2, F.S., the Proposals received by HCPS under a solicitation are exempt from § 119.07 (1) and 24 (a), Art. I of the State Constitution until HCPS provides notice of an intended decision or until thirty (30) days after receipt of the Proposals, whichever is earlier. All Proposal evaluation meetings and discussions with the Proposer shall be subject to § 286.0113, F.S.

2.5 ALTERNATIVE PURCHASING OPTIONS (NON-EXCLUSIVITY)

This solicitation does not establish an exclusive arrangement between HCPS and the Contractor. Additionally, HCPS reserves the following additional unrestricted rights:

- Use additional vendors to provide the commodities and contractual services, or deliver the same or similar products, as described herein when it is to the economic benefit of HCPS.
- Propose any work, products, or services as described herein when it is to the economic benefit of HCPS.
- Purchase items on this solicitation from any State of Florida public entity, the General Services Administration (GSA), Florida School Purchasing Consortium (PSBC), or any purchasing cooperative that serves school districts.
- Generate emergency purchases from the next highest-ranked Proposer(s); and
- Generate additional purchases due to the Contractor's inability to provide the

commodities and contractual services under the requested timeframe.

2.5.1 Purchases by Other Public Agencies. Per the State of Florida Department of Education (FLDOE) Purchasing Rule 6A-1.012 (6), F.A.C., instead of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid contracts when the Proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

2.5.2 Purchases from Other Public Agencies (within Hillsborough County). Per the Laws of Florida, Chapters 69-1112 and 69-1119, any public agency or authority existing within Hillsborough County that may desire to purchase commodities and contractual services under a contract, entered under law by any other political subdivision, such authority existing within Hillsborough County may purchase the commodities and contractual services at the contract price. Submission of a Proposal in response to this solicitation also constitutes a bid under the same contract conditions and at the same contract price, during the effective period of the contract, to all the other public entities listed (Governmental Purchasing Council of Hillsborough County). Each member of the Governmental Purchasing Council of Hillsborough County will issue their own purchase orders, issue payments, and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

- Children’s Board of Hillsborough
- City of Plant City
- City of Tampa
- City of Tampa Housing Authority
- City of Temple Terrace
- Hillsborough Area Regional Transit
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Hillsborough County Clerk of Courts
- Hillsborough County Property Appraiser

- Hillsborough County Sheriff
- Hillsborough County Supervisor of Elections
- Hillsborough County Tax Collector
- Office of the State Attorney, Hillsborough County, FL
- Tampa Hillsborough Expressway Authority
- Tampa Palms Community Development
- Tampa Sports Authority

2.6 CONTRACT TERMINATION & DEFAULT

Per school Board Policy Chapter 6320 - Procurement Procedures, Suspension or Debarment, the General Manager of Procurement Services may debar contractors for a defined period from bidding on or performing as a subcontractor on any HCPS contract. The suspended or debarred contractor may request removal from suspended or debarred status after the expiration of the suspension or debarment period. The General Manager of Procurement Services shall have the authority to suspend or debar any Contractor for:

- Failure to provide the commodities and contractual services as required in the solicitation; or
- violation of contract terms and conditions without cure or remedy; or
- default of any payment or other monies due to HCPS; or
- conviction of fraud or criminal acts while performing as a contractor on any contracts, even those not associated or written by HCPS; or
- consistent past performance record of habitual or continuous unsatisfactory performance, safety violations, failure to adhere to the Jessica Lunsford Act, as defined in the contract, repeated violations of any contract provisions, or delinquent performance by the Contractor; or
- possession of firearms on HCPS property; or
- violation of Federal or State law and any applicable HCPS policy regarding Drug-Free Workplace (will be subject to the immediate termination of any Award or contract).

2.6.1 Termination for Convenience. HCPS shall have the right to terminate the Award, with or without cause, upon written notice of such termination provided not less than thirty (30) days prior to the date that such termination is to be effective, or with such lesser notice as HCPS may deem appropriate under the

circumstances. If HCPS elects to terminate the Award without cause, HCPS shall compensate the Contractor for all, satisfactory commodities and contractual services provided prior to the date of termination. If a notice of termination is given, the Contractor agrees to abide by and perform all covenants and provisions of the Award until the date of the termination specified in the written notice of termination. The Contractor shall have no further rights, and HCPS shall have no further obligation to the Contractor, after the date of termination of the Award as specified in the written notice. HCPS may discontinue the provision of commodities and contractual services to any HCPS site as it deems necessary, that portion of the Award shall be void for the said site.

2.6.2 Non-Appropriation of Funds (Funding Out). It is understood and agreed between the parties hereto that HCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the Award. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the Award, HCPS will notify the Contractor of such occurrence and the Award must terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS.

2.6.3 Termination for Cause. HCPS will periodically inspect commodities and contractual services to ensure that the Contractor meets all requirements. HCPS reserves the right to terminate the Award for cause, which shall include without limitation the Contractor's failure to comply with any provision of the Award. Prior to HCPS terminating an Award, the General Manager of Procurement Services or the designee may initiate an internal review of the situation; HCPS may invite the Contractor to participate. If HCPS determines that grounds exist to declare the Contractor in default, the Superintendent or designee shall provide the Contractor with written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. Inaction by HCPS to exercise its rights is not a waiver of such rights. HCPS may notify the Contractor as follows:

- **Initial Cure Notice.** An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCPS. Within ten (10) days of receipt of the notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.

- **Second Notice.** A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or commodities and contractual services not meeting specifications contained herein and the Contractor shall cease with the provision of commodities and contractual services. In such an event, HCPS shall pay the Contractor only for satisfactory commodities and contractual services. The Contractor and its sureties may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.

If performance security was required, HCPS may elect to execute the performance security as liquidated damages.

If performance security was not required, the Contractor must pay HCPS, as liquidated damages, an amount equal to five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount, then the amount due is five (5%) percent of the remaining value of the Award. The Contractor's failure to pay the liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for a period of not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the General Manager of Procurement Services. Thereafter, the Contractor may request reinstatement to the active Bidders list. Upon contract cancellation, HCPS reserves the right to award the lowest responsive, responsible Bidder (ITB only) or the responsible Proposer(s) offering the next highest rated Proposal for the unexpired term of the Agreement or publish a new competitive solicitation, as deemed to be in HCPS' best interest.

2.6.4 Force Majeure. No default, delay, or failure to perform on the part of either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war;

embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

2.7 CONTRACTOR'S OBLIGATIONS

The Contractor shall keep HCPS fully informed as to the progress of the provision of commodities and contractual services. The Contractor may do so not only through regularly issued progress reports, cost reports, and minutes but also through close liaison between such designated HCPS personnel. The Contractor shall submit to HCPS minutes of any meetings attended by the Contractor and HCPS relating to the commodities and contractual services within (10) business days following such meetings.

2.7.1 HCPS Procurement Policy (6320). HCPS Procurement Policy (www.sdhc.k12.fl.us/policymanual/) is incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. HCPS Procurement Policy binds the Contractor, by participation in this solicitation, in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

2.7.2 Subcontractors. The Contractor is responsible for the performance and meeting of all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any subcontractor(s) used to satisfy performance herein and ensure that the subcontractor(s) are qualified, and insured, and that the subcontractor's employees meet all requirements set forth herein.

2.7.3 Assignment. The Contractor, whether under a separate contract or not, shall not assign any part or whole of the Award to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS. HCPS may transfer the Award to any successor performing the same functions. The parties acknowledge that HCPS may transfer any or all its interest in the Award to any successor of HCPS.

2.7.4 Licenses & Taxes. The Contractor shall remain compliant with all federal, state, and local regulations as to licenses, permits, and tax obligations required for the operation of the Contractor's business activities.

2.7.5 Proposal Cost. All expenses involved with the preparation and submission of the Proposal to HCPS, or any services performed in connection therewith, shall be borne by the Proposer. HCPS shall not provide payment for any submittals received, for any other effort required of or made, or for expenses incurred by the Proposer.

2.8 ACCOUNTING & INVOICING

The Contractor must not provide the commodities and contractual services without an HCPS-issued purchase order. All invoices must include a purchase order number. Invoices shall not be submitted before the provision of the commodities and contractual services. For payment processing, all invoices must be sent directly to:

Accounts Payable Department
P.O. Box 3408
Tampa, FL 33601
Email: invoices@hcps.net.

US-mailed invoices sent to a different address will not be processed. Invoices included with shipments or left at school/administrative sites are treated as packing slips and will not be processed. The Contractor acknowledges and understands that submitting late invoices may adversely impact HCPS' budget. As such, the final invoice for the commodities and services issued under this Agreement must be received by HCPS within 120 days of which the invoiced commodities and services were provided. Any portion of an invoice that represents charges to HCPS after 120 days shall be unenforceable. HCPS reserves the right to deny payment of any invoice not submitted within the timelines described in this paragraph.

2.8.1 Purchase Order (PO) Number. All accounting and invoicing correspondence must reference an HCPS purchase order number. HCPS may generate Individual purchases via blanket or multiple purchase orders against the Award as commodities are required.

2.8.2 Offered Prices. All pricing shall be based on the FOB Destination and will include all packaging, handling, and shipping charges. HCPS is exempt and does not pay Federal Excise and State of Florida sales taxes.

2.8.3 Invoice Submittal. The Contractor shall submit an original invoice to the HCPS Accounts Payable Department. P.O. Box 3408, Tampa, Florida, 33601-3408, or email invoices@hcps.net. Per § 287.058(1)(a), F.S.: bills for fees or other compensation for services or expenses shall be submitted with enough detail for a proper pre-audit and post-audit thereof.

2.8.4 “Duplicate” or “Copy” Invoice. All service contracts require a duplicate invoice, identified as a “DUPLICATE” or “COPY” to the ordering department or designated project leader.

2.8.5 Payment Assignment. Any purchase order or Award issued hereunder, and the monies that may become due are not assignable except with prior written approval by HCPS Procurement Services.

2.8.6 Request for Payment. The Contractor, unless under a mutual written contract, shall provide invoices that will include all scheduled services, products purchased, and services completed during the previous one (1) month period. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of § 68.082, F.S., pertaining to false claims against the State, and § 837.06, F.S., pertaining to false official statements.

2.8.7 Excess Funds. A Contractor who receives funds paid by HCPS under the Award agrees to promptly notify HCPS of any funds erroneously received from HCPS upon discovery of erroneous payment or overpayment. The excess funds must be refunded to HCPS with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under § 55.03, F.S., applicable at the time the erroneous payment or overpayment was made by HCPS.

2.8.8 Stop Work Order. HCPS may at any time by written notice to the Contractor stop all or any part of the contractual services under the Award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. HCPS may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and the price or terminate the work in accordance with the provisions of the solicitation terms and conditions.

2.8.9 Deliveries. HCPS shall provide payment for deliveries on a per-order basis and delivery shall be to any point within Hillsborough County, Florida to a secure area or inside delivery, as requested by the school site.

2.8.10 Travel Expenses. Per § 287.058(1)(b), F.S.: bills for HCPS-approved travel expenses will be reimbursed only if expressly authorized by the terms of the Award. Invoices for travel expenses shall be submitted in accordance with § 112.061, F.S.

2.8.11 Right to Audit Provisions. The Contractor’s records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor’s files and any other supporting evidence necessary to substantiate payments and income related to this contract (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCPS authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of their payees pursuant to the execution of the Award. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with the Award.

For such audits, inspections, examinations, and evaluations, the HCPS authorized representative shall have access to the records from the effective date of the Award, for the duration of the work, and until five (5) years after the date of the Contractor’s final payment pursuant to the Award. All payments that cannot be documented as paid as required by the Award and found not to follow the provisions of the Award shall be reimbursed to HCPS.

The HCPS agent or its authorized representative shall have access to the Contractor’s facilities, and all necessary records, and shall be provided with adequate and appropriate workspace to conduct audits in compliance with this section. The HCPS authorized representative shall give the Contractor reasonable notice of intended audits.

The Contractor shall certify that payments are accurate and correct on each payment. If an audit reveals a discrepancy, such as an overpayment will require the Contractor to reimburse HCPS for the discrepancy with a minimum of 18% per annum interest per annum.

If an audit inspection or examination per this article, discloses overpayments (of any nature) by HCPS to the Contractor exceeding ten (10%) percent of the total payments will require the Contractor to reimburse HCPS for the cost of the audit in addition to the overpayments by HCPS.

2.8.12 Personnel Qualifications/Behavior. The Contractor will provide a written list of, and qualifications, of new or additional people working under the Award for approval prior to the provision of commodities and contractual services under the Award.

- **Personnel Appearance & Conduct.** The Contractor's staff members are to present a professional appearance. Personnel shall be neat, clean, well-groomed, if applicable properly uniformed, and conduct themselves in a respectable and courteous manner.
- **Uniforms.** If applicable, the Contractor's employees shall wear a recognizable uniform, and no hats indoors. Each employee performing services for HCPS must carry a government-issued picture ID and be presented upon request while on HCPS property.
- **Tobacco Products.** Use of tobacco products must be in designated areas.
- **Disruptive Behavior.** The Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
- **Site Security.** The Contractor's personnel must coordinate with the site's front office or security personnel and shall be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
- **Tools and Equipment.** The Contractor is solely responsible for safeguarding its own materials, tools, and equipment while at an HCPS site. HCPS shall not assume any responsibility for vandalism or theft of the Contractor's materials or property.
- **Firearms and Narcotics.** HCPS will not tolerate the possession of firearms and narcotics while on HCPS property; nor violations of Federal and State laws and any applicable HCPS policy regarding Drug-Free Workplace. Violators will be subject to the immediate termination of any contract resulting from this solicitation.

"Firearm" shall mean any weapon (including a starter gun or antique firearm) which can, is designed to, or may readily, be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on HCPS property.

If any Contractor's employee or subcontractor brings a firearm onto HCPS property, the Contractor or subcontractor will terminate the

employee from the HCPS contract. HCPS shall terminate the Award if the Contractor or subcontractor fails to remove the employee from the Award.

2.9 HAZARDOUS MATERIALS

This section applies to all Contractors whose commodities and contractual services enable or require the provision or use of hazardous materials.

- The HCPS Safety (Safety Office) Office will monitor and enforce compliance by the Contractor and subcontractors that provide HCPS with commodities and contractual services. It is HCPS' intent that all Contractors and subcontractors must not cause unsafe conditions or acts that may affect the safety and health of students, employees, or visitors to HCPS operations.
- HCPS may require the Contractor to supply a written copy of their Safety Program/Manual for review after contract award and may conduct a periodic review of the Contractor's safety manual and operations.
- The Contractor and their employees, including subcontractors, performing work under the terms of the Award must follow safe working practices always, as well as comply with all Federal, State, Local, and HCPS safety policies and procedures, including the operation of vehicles and equipment on HCPS-owned property.
- The Contractor must report any accident, injury, or incident occurring on HCPS property to the District's Safety Office.

2.9.1 Safety Data Sheets (SDS). Per Chapter 442, F.S., any item delivered or used when providing services under the Award must have a published SDS.

2.9.2 The Hazard Communication Standard (HCS) (29 CFR 1910.1200 (g)). The HCS, revised in 2012, requires that the chemical manufacturer, distributor, or importer provide Safety Data Sheets (SDS) (formerly MSDS or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The information contained in the SDS is largely the same as the MSDS, except now the SDS is required in a consistent user-friendly, 16-section format. The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The

information contained in the SDS must be in English and Spanish. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200. Sections 1 through 8 contain general information about the chemical, identification, hazards, composition, safe handling practices, and emergency control measures (e.g., firefighting). This information should be helpful to those who need to get the information quickly. Sections 9 through 11 and 16 contain other technical and scientific information, such as physical and chemical properties, stability and reactivity information, toxicological information, exposure control information, and other information including the date of preparation or last revision. The SDS must state the lack of applicable information found when the preparer does not find relevant information for any required element. The SDS must also contain Sections 12 through 15, to be consistent with the UN Globally Harmonized System of Classification and Labeling of Chemicals (GHS), but OSHA will not enforce the content of these sections because they concern matters handled by other agencies. Each SDS Must be written in English and Spanish and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. The information must be provided regarding:

- the physical and chemical characteristics of the hazardous chemical; and
- known acute and chronic health effects and related health information; and
- exposure limits; and
- whether the chemical is a carcinogen as identified by the National Toxicology Program (NTP), International Agency for Research on Cancer (IARC) or the Occupational Safety and Health Administration (OSHA), emergency first aid procedures; and
- the identification of the organization responsible for preparing the SDS.

2.9.3 Hazardous Material. The Safety Office defines Hazardous Material as, "Any material or substance for which there is sufficient data to indicate a reasonable risk to physical and environmental health. These substances, classified as poisonous, toxic, corrosive, flammable, explosive, radioactive, or other warning on the product label. The Contractor must:

- provide current and legible SDS to the Safety Office for each hazardous material they may

use at an HCPS site at least five (5) working days prior to use; and

- provide its safety plan (precautions needed by the Contractor's employees); and
- maintain a copy of the approved SDS at the job location.

After review by the Safety Office, HCPS may provide the Contractor a stamped SDS, as approved, approved with or without restrictions, or not approved.

2.9.4 Approval of Hazardous Materials. Prior to the Contractor's use, the Safety Office must approve all hazardous materials. The Contractor must submit all requests for product approval to the Safety Office, at 2920 N 40th Street, Tampa, FL 33605. Telephone (813) 840-7324. The Contractor using the product must follow any identified restrictions. The Contractor's use of any product at an HCPS site must be in accordance with the manufacturer's instructions and applicable HCPS Policies. Sites, where no students or employees are present, do not require approval, provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.

2.9.5 Contractor's Use of Product. Product approval for use by HCPS employees does not constitute automatic approval for use by the Contractor for all applications. The Safety Office must specifically approve each product used by the Contractor and must be specifically approved for each HCPS assignment.

2.9.6 HCPS Employee Use of Products. The Contractor (prior to use by HCPS employees) must submit the approved SDS to the HCPS supervisor and ensure the filing of the SDS in the worksite's SDS Book (even if approved for use by the Contractor).

2.9.7 Rejection of Hazardous Materials. HCPS may ban certain products for use in HCPS to prevent any incidence of exposure to students or employees. HCPS may apply restrictions to the use of certain materials to reduce or eliminate the incidence of exposure.

2.9.8 Product Removal. The Contractor is responsible for the removal of all materials used on projects immediately upon completion. The Contractor must list all materials left for HCPS use on a manifest identifying the container type, amount, and where located. The HCPS employee who originated the service or contract shall sign the manifest and deliver it to the District Safety Office.

2.9.9 Hazard Notification-Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP). ACM and

LBP are present in many HCPS buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, it may be hazardous to disturb ACM and LBP. The Contractor must contact the Safety Office prior to commencing any work that may affect ACM or LBP materials.

2.9.10 Unsafe Conditions. The Contractor must:

- perform the contractual services under the terms of the Award and follow the best environmental working practices always; and
- not cause any unsafe conditions or perform acts that could have an impact on the safety and health of students, employees, or visitors to HCPS operations; and
- comply with all Federal, State, Local, and HCPS environmental policies and procedures; and
- supply, upon request, a written copy of its Environmental Program/Manual for review after the Award (HCPS may periodically review the Contractor's environmental manual and operations); and
- be responsible for removal and clean-up of all contamination (or potential contamination) upon the occurrence or when identified by the Safety Office; and
- immediately report all incidents to the Safety Office.

2.10 INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend HCPS, its agents, servants, and employees servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCPS, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the commodities and contractual services furnished by the Contractor, its agents, servants, or employees; the Contractor's equipment, its agents, servants, or employees while such equipment is on premises owned or controlled by HCPS; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including HCPS'

property, and injury or death of any person whether employed by the Contractor, HCPS or otherwise.

2.10.1 Indemnification (Copyright Infringement). The Contractor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits, and proceedings, and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by the Contractor of any third party trade secret in connection with any of the foregoing.

2.10.2 The Patient Protection and Affordable Care Act. The Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the Award who spends more than thirty (30) hours per week on average performing services for HCPS. Except as expressly provided herein, the Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the Award. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on the Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA-compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the Award.

2.10.3 No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., by any agency or political subdivision to which sovereign immunity may be applicable. HCPS shall not be liable to pay a claim or a judgment by any one person that exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as

consent by HCPS to be sued by third parties in any matter arising out of the Award.

2.10.4 Independent Contractor. HCPS engages the Contractor as an independent business. The Contractor agrees to provide the commodities and contractual services in the manner of and as an independent contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold HCPS as, nor claim to be an officer or employee of HCPS for any right or privilege applicable to an officer or employee of HCPS, including, but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

2.11 SHARED DATA SERVICES

2.11.1 Intended Use of Data. This section applies to all agreements where students or staff information is shared with the Contractor: HCPS designates the Contractor as a "school official" with a "Legitimate educational interest" under the definitions of those terms outlined in the § 1002.22, F.S., "Student Records and Reports" and the Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Term of this Agreement. The Contractor agrees to develop, implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by § 1002.22 and FERPA to maintain the confidentiality of "education records" as that term is defined by § 1002.22 and FERPA. The Contractor shall protect student records under § 1002.22 and FERPA, whichever has the more stringent requirements. HCPS recognizes and agrees that for all applicable laws, the Contractor has a legitimate educational interest for purposes of HCPS disclosing to the Licensor students' education records.

2.11.2 Constraints on Use of Data. Data supplied by HCPS to the Contractor or collected by the Contractor on behalf of HCPS' students, vendors, management, agents, or employees are the property of HCPS and shall not be shared with third parties without the written permission of HCPS. HCPS data shall not be sold or used, internally or externally, for any purpose not related to the scope of work defined in this Agreement without the written permission of HCPS.

2.11.3 Data Security. The Contractor shall employ industry best practices, both technically and procedurally, to protect HCPS data from unauthorized physical and electronic access per § 501.171, F.S.

Methods employed are subject to annual review and approval by HCPS. The Contractor agrees to:

- hold the student records and information in strict confidence and not use or disclose them except as required by this Agreement or required by law and except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who need to access the information to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records per FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded per the terms of this Agreement.

2.11.4 Confidential Information. "Confidential Information" shall include any personally identifiable student information, as that term is defined in 34 CFR, Section 99.3.

"Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

HCPS may disclose Confidential Information to the Contractor to carry out services of HCPS-supported projects or to enforce or comply with Federal legal requirements that relate to those projects. Further disclosure by the Contractor of any Confidential Information released to the Contractor by HCPS is prohibited by this Agreement.

The Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its

employees, officers, or agents except those internal Contractor employees who have been authorized by the Contractor to use the information as a component of their project assignment(s). The term “unauthorized third party” for purposes of this Agreement does not include employees, officers, or agents of HCPS who are authorized to have access to the Confidential Information.

The types of Confidential Information that may be necessary to disclose to the Contractor under this Agreement include but are not limited to, the following: Personnel Records (social security numbers, credit card numbers, expiration dates, PINs, card security codes, financial profiles, bank routing numbers, and medical data), Student Records (student name, student identifier, gender, race/ethnicity, grade, IDEA Indicator, limited English proficiency status, Section 504 status, Title I Targeted Assistance Participation and law enforcement records), and HCPS (district name, school number, and school name). No other personally identifiable student information will be disclosed to the Contractor.

The Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify HCPS if any of the Confidential Information is disclosed, either intentionally or inadvertently.

The Contractor agrees to protect Confidential Information in such a manner that it will be disclosed only to the Contractor’s staff whose duties under this Agreement specifically require them to have access to the Confidential Information.

The Contractor and HCPS shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

Upon request of HCPS, the Contractor shall agree to permit HCPS to review or shall provide written assurances to HCPS regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

All Contractor employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. The Contractor agrees to remove any person from performing work who has,

or is suspected to have, violated the terms of this Agreement.

By disclosing Confidential Information to the Contractor, HCPS is not assigning ownership of the Confidential Information to the Contractor. Upon the termination of this Agreement for any reason, the Contractor shall immediately return all Confidential Information, including all copies, to HCPS or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. The Contractor will provide HCPS with affidavits to this effect.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

2.11.5 Network Security. Internet Access. Connections to the Contractor’s computers utilizing the Internet, whether for client access or remote administration, shall use cryptographic technology.

2.11.6 Data Storage. Regardless of the media employed (i.e., disk, tape, etc.), data must be stored in an encrypted format.

2.11.7 Security Training. The Contractor shall provide periodic training for staff on the Contractor’s internal security policies and procedures and on applicable state and federal legal requirements for protecting sensitive and confidential data.

2.11.8 Criminal Background Checks. The Contractor shall certify that all staff members with access to Confidential information have been subjected to a bona fide criminal background check per § 435.04, F.S., and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by HCPS.

2.11.9 Prohibition of Mobile Devices and Removable Media. The Contractor shall have a written policy prohibiting the transfer or storage of unencrypted customer information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be enforced.

2.11.10 Compliance with Applicable Laws and Regulations. Where applicable, the Contractor shall comply with all applicable federal laws and regulations protecting the privacy of citizens including FERPA and the Health Insurance Portability and Accountability Act (HIPAA), and all provisions of the Financial Services Modernization Act (the “Gramm-Leach-Bliley Act”).

2.11.11 Indemnification. Notwithstanding any provision to the contrary within this Agreement, any party contracting with HCPS under this Agreement shall fully comply with the requirements of §§ 1002.22 and 1002.221, F.S., FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each party agrees, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, to fully indemnify and hold harmless to the extent provided by law, HCPS, and its officers and employees for any violation of the Student Records section, including, without limitation, defending HCPS and its officers and employees against any complaint, an administrative or judicial proceeding, payment of any penalty imposed upon HCPS, or payment of all costs, damages, judgments or losses incurred by or imposed upon HCPS arising out of a breach of this Agreement by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or subcontractor of the party has either intentionally or negligently violated the provisions of this Agreement or §§ 1002.22 and/or 1002.221, F.S. This

section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until the student records are destroyed per the Florida Retention Schedules or are returned to HCPS, whichever is earlier.

2.11.12 Web Content Accessibility

If Used by the Public, Including but Not Limited to Students, Students’ Parents, and the Community. The Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973. The Contractor must indemnify and defend HCPS from and against all losses, liabilities, and claims (including reasonable attorneys’ fees) arising out of any claims by a third party alleging that the online services provided by the Contractor do not adhere to the ADA or with Section 508 of the Rehabilitation Act of 1973.

If Used by HCPS Employees Only. The Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973.

ACKNOWLEDGEMENT SIGNATURE

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

Authorized Signature

Title

Print Name

Date

[INTENTIONALLY BLANK.]

TAB 3. PROPOSER INSTRUCTIONS

This RFP will comply with all applicable HCPS policies and federal, state, and local laws. HCPS reserves the right to qualify proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS, at its sole discretion, reserves the right to cancel, recall, or reissue all, or parts of this solicitation, to reject any proposal(s), to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications for the provision of the required commodities and contractual services described in this solicitation. This solicitation does not commit HCPS to contract with nor obligate HCPS to reimburse any Proposer for any costs incurred in the preparation and submission of a proposal or anticipation of a contract. Furthermore, HCPS may, without limitation:

- evaluate the Proposer’s past performance with HCPS and other customers; or
- remedy solicitation errors; or
- reduce/alter the scope of services (if deemed in HCPS’ best interest and at HCPS’ sole discretion); or
- appoint an evaluation committee to review the proposals; or
- seek the assistance of technical experts to review the proposals; or
- approve or disapprove the use of subcontractors and suppliers; or
- award a contract to none, one, or more proposers; or
- disqualify proposals and seek further sanctions upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s).

The proposals should be submitted in a format commensurate with the sections in this solicitation. This solicitation will be evaluated by HCPS as stated herein. HCPS reserves the right to waive any formalities, reject all proposals, or re-advertise the solicitation for these services. HCPS may withdraw all or part of this solicitation at any time to protect HCPS’ interests. The Proposers are asked to be thorough yet concise in their responses. Failure to respond in the manner prescribed herein may be grounds for disqualification or loss of awarded points.

3.1 PRE-PROPOSAL CONFERENCE/SITE VISIT

If applicable, see coversheet, HCPS may conduct a Pre-Proposal Conference (attendance may be mandatory or voluntary, or a site visit (mandatory attendance, as required by HCPS) to explain the procurement requirements. The pre-proposal conference or site visit will be held long enough after the solicitation has been issued to allow Proposers to familiarize themselves with the services under this solicitation, but sufficiently before the due date to allow consideration of the Pre-Proposal Conference results in preparing a proposal. Nothing stated at the Pre-Proposal Conference or site visit shall amend this solicitation unless and until a change is made via written addenda on VendorLink.

3.2 VENDORLINK (WWW.MYVENDORLINK.COM) REGISTRATION

HCPS will post all solicitations and supporting documents on VendorLink. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each Proposer must have a current vendor application on file with VendorLink to conduct business, receive updates and addenda, and ask questions under any HCPS solicitation.

HCPS requires that all Contractors have a current vendor application on file with www.myVendorLink.com. HCPS may rescind an Award for failure to comply with this condition.

3.2.1 Questions. A Proposer with additional questions regarding this solicitation or a related document(s) may submit a written request for clarification to the solicitation via VendorLink no later than the “last day to request additional information or clarification.” Any interpretation to a proposer shall be via written addenda posted on VendorLink before the proposal’s due date. Any information that amends any portion of this solicitation, received by any method other than an addendum issued to this solicitation, is not binding on HCPS. Where there appears to be a conflict between this solicitation and any addendum issued, the last addendum issued will prevail.

3.2.2 Addenda. Those interested in responding to and receiving addenda to this solicitation, or any other HCPS procurement opportunity, must log on to VendorLink and select "active bids," search for the solicitation, and download the document(s). Downloading the document will enter your email address as a participant and will provide notifications

and updates for this solicitation. Each Proposer must, before submitting the proposal, determine whether addenda was issued via VendorLink and if so, download and respond accordingly to such addenda.

3.3 PROPOSAL SUBMITTAL

The Proposer is solely responsible for the on-time delivery of the proposal via VendorLink. No mailed hard copies will be accepted. HCPS will not review proposals before the due date and time.

3.3.1 Uploaded Proposal Format. The proposal must be electronic and organized as specified to maintain comparability and consistency in the evaluation process. Avoid elaborate promotional materials and provide only requested information. All supporting materials should reference the portion of this solicitation to which they pertain.

3.3.2 Variance from Terms. The proposal must identify all variances from specifications, terms, and/or conditions regardless of how slight. Otherwise, HCPS will assume that the proposed commodities and services shall fully comply with the specifications, terms, and conditions herein.

3.3.3 Forms. Unless otherwise specified, proposers must use the form(s) furnished by HCPS. Failure to do so may be cause for rejection of the proposal.

3.3.4 Missing Attachments/Documents. The proposal must include all required attachments and requested documentation. HCPS will not review proposals nor acknowledge receipt of a proposal before the due date and time. HCPS cannot accept any missing documents after the due date unless HCPS deems the missing document as non-material to the evaluation of the proposal. All missing documents must be submitted to the Procurement Officer within 72 hours of the submitted request, excluding Saturdays, Sundays, and state holidays. All communication between Procurement Services and the proposer shall be via email. HCPS shall not be responsible for emails that flow into a proposer's spam folder.

3.3.5 Signatures. An officer or employee who has the authority to bind the organization must sign the proposal, in ink or digitally.

3.3.6 Public Inspection of Proposal. HCPS will provide the Proposer's representative with written notice if a public records request has been made for a confidential portion(s) of their proposal to this solicitation. HCPS will provide for the inspection or copying of any non-exempt portions of any proposal in its possession by applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of their proposal or if a dispute exists as to whether such portions are entitled to an exemption, the proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a proposal to this solicitation, the Proposer agrees to waive any cause of action or claim for damages it may have against HCPS for its release of records in response to a public record request other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold HCPS harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon HCPS' non-disclosure of portions of the Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse HCPS for any attorney fees and costs it may incur in the defense of such non-disclosure.

3.3.7 Trade Secret. If applicable: all "trade secret" information submitted in response to this solicitation shall be submitted in compliance with §§ 119.07 and 812.081, F.S., and shall be submitted in a separate file and so named. A failure by the Proposer to prepare and label the confidential or exempt portions of their proposal in the manner specified herein shall constitute a waiver by the Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law. If challenged, the Proposer who submits the trade secret information shall bear all costs associated with defending their position.

3.3.8 Joint Proposal. HCPS will recognize a single Proposer as the primary contractor ("Contractor"), should multiple proposers submit a joint proposal in response to the competitive solicitation. If offering a joint proposal, the Contractor must:

- include the name and address of all parties of the joint proposal; and

- provide all bonding and insurance requirements, execute the contract, complete the proposal, and have overall and complete accountability to resolve any dispute arising within the award. HCPS shall issue a single award with the submitting Proposer; and
- be responsible for the provision of the commodities and contractual services associated with response to this solicitation and overall contract administration; and
- preside over the other joint Proposers or present at HCPS meetings, oversee the preparation of reports and presentations, and file any notice of protest as described herein; and
- prepare and present consolidated invoice(s) for provided commodities and contractual services. HCPS shall issue only one check for each consolidated invoice to the Contractor for services performed.

3.3.9 Submittal Delays. Possible delays to the last day for questions or the submittal due date may involve the following, without limitation:

- Questions/Due Date Extension. HCPS reserves the right to amend this solicitation’s due date before the originally posted due date, via VendorLink.
- Weather Conditions. Should weather conditions require HCPS to close its offices on the Proposal Due Date, said date will become effective on the same hour on the following HCPS business day or as posted by HCPS via VendorLink.

3.4 EVALUATION PROCESS

3.4.1 Evaluation Committee. Procurement Services shall forward only those on-time, responsive, and responsible proposals to the assigned HCPS Evaluation Committee (the “Committee”) for further evaluation. The Committee may consist of HCPS personnel and additional stakeholders who will review, discuss, and rank the proposals. Procurement Services personnel will participate as facilitators. The Committee may deem additional Proposers as non-responsive or non-responsible and will not pursue further evaluation. Please note that HCPS reserves the right to:

- prefer to contract with the Proposer(s) that are in full compliance with the provided terms and conditions stipulated in this solicitation. However, after the allowance for any deviations, a proposal with alternatives may be considered. HCPS cautions Proposers to indicate all restrictive deviations from the desired terms and conditions; and
- select the proposal(s) deemed to be in its best interest and shall be the sole judge and final arbiter of its own best interest, the evaluation of submissions, and the resulting negotiated agreement; and
- deem that if in receipt of an adequate number of proposals, HCPS may choose to evaluate only those proposals as submitted and require no additional clarifications and/or information. The Proposer should provide complete and thorough proposals, including the Proposer’s most favorable terms.
- perform a side-by-side comparison of like proposals. Procurement Services shall perform the preliminary phase upon initial proposal screening, this phase shall pass or fail, as determined by Procurement Services as to whether:
 - all required forms are signed, submitted, or obtainable; and
 - the Proposer meets the minimum requirements; and
 - whether the information provided is in the required sequence to simplify the comparison of Proposals.

3.4.2 Ranking of Proposals. HCPS utilizes a linear numeric (non-adjectival) scale where a numeric response, the maximum of 100 points or a portion of this score depending on the merit of the proposal, is determined by each Committee voting member, to each below-identified tab. The Committee will rate their preference and strength of preference per tab using a comparative scale. This can include but is not limited to, satisfaction, ease of use, feature favorability, feature importance, perceived value, or likelihood to recommend. The criteria are itemized with their respective weights for a maximum of 100 points.

3.4.3 Evaluation Phase 1. The Committee will rank proposals based on the stated summarized Weighted Criteria. The method of the Award will be based on a quantitative appraisal rating and ranking of responsiveness to this solicitation’s

criteria, based on available point totals for each evaluation criterion. The Committee will evaluate and rank responsive proposals on the evaluation criteria listed below. Voting will be non-adjectival scoring.

EVALUATION PHASE I: DESCRIPTION	WEIGHT
<p>The Procurement Officer will review the proposals and ensure that the Proposer is a “Responsible Vendor” who has proved to meet the minimum required qualifications and a “Responsive Vendor,” who has submitted all requested information and has submitted the Proposal in the required order to enable an efficient evaluation of like proposals to include all required signatures and responses.</p> <p>TAB 1. CONTACT INFORMATION & CERTIFICATION: Filled in and signed.</p> <p>TAB 2. GENERAL TERMS AND CONDITIONS: Signed by the Proposer.</p> <p>TAB 3. PROPOSER INSTRUCTIONS: Signed by the Proposer.</p>	Pass/Fail
<p>TAB 4. SCOPE OF SERVICES. The Proposer agrees to provide the commodities and contractual services by signing this section.</p> <p>This section shall provide HCPS with information regarding the Proposer’s understanding of the required scope of work (tasks and service levels) and their ability to provide deliverables within the required timeframe, and (if applicable) submit an optimal timeline with milestone payment information for the completion of deliverables and provide optimal customer service.</p> <ul style="list-style-type: none"> - acknowledge agreement with the specific requirements of the items in the Scope of Services Section; and - provide reports or samples, if requested; and - indicate any exceptions to the scope of services or provide an alternative solution for HCPS to consider. 	15
<p>TAB 5. QUALIFICATIONS AND EXPERIENCE. The Proposer proves they meet the minimum requirements.</p> <p>Cover Letter. Provide a summary of the Proposer’s qualifications including related skills and market strengths. If applicable, include subcontractors’ qualifications. Provide information regarding past working relationships on similar projects. Additionally, the cover letter should identify and provide the Proposer’s:</p> <ul style="list-style-type: none"> • interest and ability to perform the requirements of this solicitation; and • principles and key personnel and provide biographical information pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members’ professional qualifications); and • signature by an authorized representative who may legally bind the Proposer to the statements provided in the proposal. 	20
<p>Minimum Qualifications. The Proposal must include proof that the Proposer meets the minimum qualifications. The inability to meet the minimum qualifications shall serve as sufficient cause for HCPS to not evaluate the Proposal. The Proposer must prove the validity of the stated documents to be in effect at the time of the Proposal's due date.</p>	5
<p>Reference Forms (Filled in by Referenced Customer). The Proposer must provide a minimum of three (3) of their largest clients or completed projects (filled in). Preferably within the previous three (3) years. HCPS may contact these references during the evaluation process and may utilize other references’ information to predict the Proposer's capability. Negative references, in HCPS’ sole discretion, may be cause for disqualification of the proposal or may affect the ranking.</p>	5
<p>TAB 6. REQUIRED FORMS. All Documents are filled in and signed.</p>	Pass/Fail

Supplier Qualifications and Supplier Information (Attachment A / Exhibits A-I)Suppliers are required to meet specific qualifications for national cooperative program consideration.	30
TAB 7. COST/BEST VALUE. Prices and rates are provided for the requested commodities and contractual services. The price Proposal shall be evaluated to determine the overall best value.	25
TAB 8. PROOF OF INSURANCE. The Proposer must provide proof of insurance. Also, upon award, at its own expense, the Contractor must always maintain an insurance policy in effect during the performance of the Award.	Pass/Fail
TAB 9. SUBSTITUTE W-9 (SEPARATE DOCUMENT). Filled in and signed. The signed document was submitted with the Proposal.	Pass/Fail

3.4.4 Evaluation Phase 2 (Optional). A short list of Proposers may be invited to provide Phase 2 presentations or provide answers to additional questions (via written, virtual/online, or phone means). For presentations, the proposers are encouraged to provide a multi-media presentation to include, but not limited to, additional discounts, answers to provided questions, question and answer session, and a summary of its capabilities and industry advantages within the HCPS-allotted time. Each Proposer shall be allotted the same amount of presentation time. Upon completion of this phase, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation or answers to questions and the best and final offer.

3.4.5 Evaluation Phase 3 (If necessary). The Committee may hold a phase 3 meeting to further discuss the best and final offer and any negotiated terms and conditions. Upon completion of this phase, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based on already provided and new information.

3.4.6 Negotiations. Procurement Services may negotiate the proposed terms, conditions, and rates with the highest-ranked Proposer(s) before submittal to the School Board. HCPS may seek to reach acceptable terms with any Proposer or terminate discussions as it deems to be in its best interest. HCPS may continue the process until it reaches an agreement or until the termination of the process. For Single Negotiations, HCPS negotiates with the top-ranked Proposer. For concurrent negotiations, HCPS negotiates simultaneously with two or more top-ranked proposers after Phase 1. Unless terminated by HCPS, negotiations may continue simultaneously until a ‘best and final offer’ is reached resulting in a satisfactory agreement.

3.4.7 Tie Proposals. Tied proposals that are identical in the Evaluation Committee scoring and meet all the requirements and criteria outlined in the competitive solicitation. If this should occur with the highest-ranked Proposals, priority for the award shall be given to vendors in the following sequence:

- A business that certifies that it has implemented a drug-free workplace.
- Office of Supplier Diversity certified small business vendor.
- Small/business certified by a governmental entity in Hillsborough County.
- Small/business certified by a governmental entity in the Tampa Bay area.
- Florida-certified small/business.
- Business located in Hillsborough County.
- Businesses receive the larger dollar award on other items within the bid.
- Business located in Florida.
- A flip of a coin.

3.5 AWARD

3.5.1 Award by Group, Category, Area, or Item. As deemed to be in its best interest, HCPS reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and on an HCPS-wide basis with one or more proposals; to reject any or all offers or waive any irregularity or technicality in the received proposals. The Proposer is cautioned to make no assumptions unless their proposal has been evaluated as

being responsive. Any or all Awards made via this solicitation shall conform to applicable HCPS, State of Florida, and Federal rules, regulations, and laws.

3.5.2 No Award. HCPS shall have the authority to reject any or all proposals submitted in response to this competitive solicitation and request new proposals or purchase the required commodities and services in any other manner authorized under Rule 6A-1.012, F.A.C.

3.5.3 Rejection of All Proposals. Per §§ 119.07(1), F.S., and 24(a), Article I of the State Constitution, HCPS may reject Proposals submitted in response to this competitive solicitation and shall remain exempt from §§ 119.07(1), F.S., and 24(a), Article I of the State Constitution, until HCPS provides notice of an intended decision concerning the reissued solicitation or until HCPS withdraws the reissued solicitation, not to exceed twelve (12) months from the date of the Notice of Rejection.

3.5.4 Contract. The provisions of the awarded proposal are deemed acceptable by HCPS, and a best and final offer shall be incorporated as the award and become legally binding.

3.5.5 Additional Awardees. HCPS reserves the right to award additional vendors throughout the term of the Award to ensure HCPS' needs are met.

3.5.6 Notice of Intent to Award/Rejection. HCPS will post a Notice of Intent to Award/Rejection to enter one or more contracts with the Proposer(s) identified therein, via VendorLink.

3.5.7 No Contract Until Execution. A notice of intent to award under this solicitation shall not constitute or form any contract between HCPS and the Proposer. No contract is formed until there is a mutually signed Agreement or HCPS provides a purchase order.

3.5.8 Committee Tabulation. The Committee's tabulation will be posted via VendorLink. Tabulation of proposal selections may also be viewed via the School Board's Meeting Agenda and Minutes web page <https://www.hillsboroughschools.org/domain/282> and choose "Online Agendas."

3.6 PROTEST

A Proposer who wishes to file a protest must file a notice and follow procedures prescribed by § 120.57(3), F.S., for resolution. For bids solicited by Procurement Services, the notice must be filed with the General Manager of Procurement Services. Any person who files an action protesting a decision or intended decision concerning a Proposal under § 120.57(3)(b), F.S., shall post, at the time of filing the formal written protest, a bond payable to the Board for \$5,000 or three (3%) percent of the estimated value of the contract, whichever is greater, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in § 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

3.6.1 Purchase Order. Award by the Board shall not constitute an order. The Contractor must receive an HCPS purchase order before the provision of any product or service. Shipments shall be as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

ACKNOWLEDGEMENT SIGNATURE

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

Authorized Signature

Title

Print Name

Date

TAB 4. SCOPE OF SERVICES

This section identifies the desired levels of performance by HCPS. Proposers are instructed to indicate a response to all service requirements and specifications contained in this Section in the order listed using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section may result in deductions in the allocation of points by the Evaluation Committee

HCPS may order changes in the required commodities and contractual services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, The Contractor may make no changes related to the scope of services, amount of compensation, or any other adjustments to the Agreement. If the Contractor believes that a commodity or contractual service is not within the scope of services of the Award, is a material change, or will otherwise require additional compensation to the Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the General Manager of Procurement Services agrees that the commodity or contractual service is within the scope of the award, as written, the Contractor shall continue providing the commodities or contractual services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. The General Manager of Procurement Services reserves the right to negotiate with the Contractor without completing the competitive bidding process for commodities and contractual services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

4.1 AWARD TERM

The awarded initial term will be for a 5-year period (HCPS reserves the right to extend the initial term to expire at the end of the anniversary month) with an option to renew for up to five (5) additional one (1)-year period(s) as appropriations allow in the budget. Renewals shall be based on the Awarded Vendor(s)' performance and mutual agreement between HCPS and the Awarded Vendor(s) to provide the identical services required under the Award as outlined in the Scope of Services and maintain the same scope, terms, and conditions as outlined herein. All renewals should be in writing at least sixty {60} days before the termination of the current Award period.

4.1.1 Temporary Renewal. If HCPS needs to extend the Agreement beyond the stated renewal periods, HCPS and the Contractor may agree to renew the Agreement for a period not to exceed 180 days.

4.1.2 Price/Rate Provision. All pricing shall be quoted FOB inside delivery to the requesting location. It is expected that the prices submitted shall remain firm for the contracted term or as mutually agreed renewal period (if any). However, fluctuating market conditions may affect the ability of the Awarded Vendor(s) to maintain the original prices. Therefore, the Awarded Vendor(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial term or each renewal period to be valid for the upcoming renewal period. This price adjustment is subject to approval by HCPS. All requests for price adjustments must be submitted in writing to HCPS Procurement Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. HCPS will review all requests for price adjustments and reserves the right to reject or modify all requests as deemed to be in the best interest of HCPS with appropriate documentation provided to the Awarded Vendor(s). If mutually agreed, the price adjustment(s) shall be valid for the next contract and/or renewal period unless the adjustment period is otherwise stated and approved by HCPS Procurement Services. The Awarded Vendor(s) who are granted price adjustments must make these price adjustments valid for the contract renewal period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by HCPS.

ACKNOWLEDGEMENT SIGNATURE

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

X

Authorized Signature

Title

Print Name

Date

[INTENTIONALLY BLANK.]

TAB 5. QUALIFICATIONS AND EXPERIENCE

5.1 COVER LETTER

Provide a summary of the Proposer’s qualifications including related skills and market strengths. If applicable, include subcontractors’ qualifications. Provide information regarding past working relationships on similar projects. Additionally, the cover letter should identify and provide the Proposers:

- interest and ability to perform the requirements of this solicitation; and
- principles and key personnel and provide biographical information pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members’ professional qualifications); and
- signature by an authorized representative who may legally bind the Proposer to the statements provided in the proposal.

5.2 MINIMUM QUALIFICATIONS

Please read carefully: The Proposal must include proof that the Proposer meets the following minimum qualifications. The inability to meet the minimum qualifications shall serve as sufficient cause for HCPS to not evaluate the proposal. The Proposer must prove the validity of the stated documents to be in effect at the time of the proposal's due date. Below, respond as to whether you meet the following minimum requirements. You must explain each exception.

5.2.1 Experience. The Proposer must have one (1) year of experience in the provision of the required commodities and contractual services. All assigned personnel must be in possession of all industry-required degrees, permits, and licenses.

- Agreed
- Exception

5.2.2 Authorization To Do Business in The State of Florida. Unless the Contractor is solely having commodities shipped to HCPS, Foreign corporations, and foreign limited partnerships must provide proof of authorization to do business in the State of Florida. Domestic corporations must be active and in good standing in the state of Florida. Proposer must provide proof of registration on www.sunbiz.org unless a Contractor will solely provide commodities via mail.

- Agreed
- Exception

5.2.3 E-Verify. Per § 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of the Agreement. The Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement. The Contractor must provide evidence of compliance with § 448.095, F.S. Evidence may consist of, but is not limited to, providing notice of the Contractor’s E-Verify number. Failure to comply with this provision is a material breach of the Agreement and HCPS may choose to terminate the Agreement, at its sole discretion. The Contractor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and bidding costs (if necessary).

- E-Verify #: _____
- Agreed
 - Exception
 - Does not employ State of Florida workers.

5.2.4 Subcontractors. The Contractor shall serve as a prime contractor and shall be responsible for all actions taken by its subcontractors and shall bear all liability for the subcontractors’ action under the Award. HCPS must pre-approve each subcontractor and must follow all the Contractor’s requirements herein. All Contractor’s requirements and references to Contractor herein shall apply to all HCPS-approved subcontractor(s). The subcontractor includes any organization whom the Contractor utilizes for the provision of commodities and contractual services subject to the Award. The Contractor must notify HCPS for prior approval as to the use of or replacement of any subcontractor. If applicable, list all subcontractors:

Agreed

Exception

Not Applicable

5.2.5 References: Provide a minimum of three (3) of the organization’s largest clients or completed projects (filled in). Include all requested information. Include only references within the previous three (3) years. HCPS may contact these references during the evaluation process and may utilize other references’ information to predict the Proposer’s capability. Negative references, in HCPS’ sole discretion, may be cause for disqualification of the Proposer.

Agreed

Exception

ACKNOWLEDGEMENT SIGNATURE

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

X

Authorized Signature

Title

Print Name

Date

5.3 BUSINESS REFERENCE FORMS

5.3.1 Business Reference Form (#1). In response to this Hillsborough County Public Schools solicitation, 23030-DST-IV: Leadership Development Program, the Proposer (Proposer’s Name):

_____ states they have provided similar commodities and services to your organization. Please respond as to the quality of the provided commodities and services. Return this form as soon as possible to the firm for Proposal submission. The filled-in references are due with their Proposal.

Referenced Organization’s Name

Address

Contact Person

Email Address Phone Number

Yes No: Would you use this contractor again?
 Yes No: May we contact you with additional questions?
Total Dollar Amount of Contract: \$_____

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE RATING

Overall Technical Performance. The vendor’s technical performance. _____

Partnership. The vendor’s ability and attention to the quality of outcomes. _____

Responsiveness. The vendor’s ability to follow instructions, handle complaints, and communicate with the customer’s staff. _____

Efficiency. The vendor’s overall effectiveness in planning, scheduling, monitoring, and problem-solving. _____

Uniformity of Commodities/Service Reliability. The vendor’s timely delivery and uniform quality of provided commodities and services. _____

Key Personnel/Management. The vendor’s ability to provide quality personnel and project oversight. _____

Overall Experience. Overall customer experience. _____

Additional Comments. _____

X

Signature

Date

5.3.2 Business Reference Form (#2). In response to this Hillsborough County Public Schools solicitation, 23030-DST-IV: Leadership Development Program, the Proposer (Proposer Name):

_____ states they have provided similar commodities and services to your organization. Please respond as to the quality of the provided commodities and services. Return this form as soon as possible to the firm for Proposal submission. The filled-in references are due with their Proposal.

 Referenced Firm's Name

 Address

 Contact Person

 Email Address Phone Number

Yes No: Would you use this contractor again?
 Yes No: May we contact you with additional questions?
 Total Dollar Amount of Contract: \$ _____

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE	RATING
Overall Technical Performance. The vendor's technical performance.	_____
Partnership. The vendor's ability and attention to the quality of outcomes.	_____
Responsiveness. The vendor's ability to follow instructions, handle complaints, and communicate with customer staff.	_____
Efficiency. The vendor's overall effectiveness in planning, scheduling, monitoring, and problem-solving.	_____
Uniformity of Commodities/Service Reliability. The vendor's timely delivery and uniform quality of provided commodities and services.	_____
Key Personnel/Management. The vendor's ability to provide quality personnel and project oversight.	_____
Overall Experience. Overall customer experience.	_____

Additional Comments.

X _____
 Signature Date

5.3.3 Business Reference Form (#3). In response to this Hillsborough County Public Schools' competitive solicitation, the proposer (Proposer Name):

_____ states that have provided similar commodities and services to your firm. Please respond as to the quality of the provided commodities and services. Return this form as soon as possible to the firm for Proposal submission. The filled-in references are due with their Proposal.

Referenced Firm's Name

Address

Contact Person

Email Address

Phone Number

Yes No: Would you use this contractor again?

Yes No: May we contact you with additional questions?

Total Dollar Amount of Contract: \$_____

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE

RATING

Overall Technical Performance. The vendor's technical performance.

Partnership. The vendor's ability and attention to the quality of outcomes.

Responsiveness. The vendor's ability to follow instructions, handle complaints and communicate with the customer's staff.

Efficiency. The vendor's overall effectiveness in planning, scheduling, monitoring, and problem-solving.

Uniformity of Commodities/Service Reliability. The vendor's timely delivery and uniform quality of provided commodities and services.

Key Personnel/Management. The vendor's ability to provide quality personnel and project oversight.

Overall Experience. Overall customer experience.

Additional Comments.

X

Signature

Date

TAB 6. REQUIRED FORMS

6.1 STATEMENT OF QUALIFICATIONS

Provide written responses to the following questions. If the answer to any of the questions is "Yes," the Proposer shall describe fully the circumstances, reasons, therefore, the status, and ultimate disposition of each matter that is the subject of this inquiry. If additional space is needed for any question, please attach it to this document.

Has the Proposer been declared in default of any contract?

Yes No: Has the Proposer forfeited any payment of performance bond issued by a surety company on any contract?

Yes No: Has an uncompleted contract been assigned by Proposer's surety company on any payment of performance bond issued to Proposer arising from its failure to fully discharge all contractual obligations thereunder?

Yes No: Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No: Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No: Is the Proposer currently involved in any state of fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile takeover, either as a target or as a pursuer?

6.1.1 License Sanctions. Below, list any regulatory or license agency sanctions. HCPS may perform a background check on any Proposer with all state and regulatory agencies.

X

Signature

Title

X

Print Name

Date

[INTENTIONALLY BLANK]

6.1.2 Non-Collusion Affidavit. The proposer shall certify by completing and executing the Non-Collusion Affidavit below. To affirm that they are not related to any of the parties bidding in the competitive solicitation and that the Proposal is genuine and not a sham or is collusive or made in the interest of or on behalf of any person not named in the Non-Collusion Affidavit. The Proposer must also certify that they have not directly or indirectly induced or solicited any other proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing. The proposer shall further certify that they have not in any manner sought by collusion to secure to the proposer an advantage over any other Proposer.

STATE OF _____

COUNTY OF _____

I state that _____
 Name Title

On behalf of _____
 Name of Proposer

am authorized to make this affidavit on behalf of the Proposer and its owner, directors, and officers. I am the person responsible for the proposer for the price(s) and amount(s) of this RFP, and the preparation of the Proposal. I state that:

- The price(s) and amount(s) of this proposal have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, proposer, or potential proposer.
- Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this RFP, have been disclosed to any other firm, organization, or the person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before the proposal opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a proposal for this solicitation, to submit a price(s) higher than the prices in this proposal, or to submit any intentionally high or noncompetitive price(s) or another form of a complementary proposal.
- The Proposal of my firm is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- _____ (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):

I state that I, and the named proposer, understand and acknowledge that the above representations are material and important, and will be relied on by The School Board of Hillsborough County, FL for which this proposal is submitted. I understand and the Proposer understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from The School Board of Hillsborough County, FL of the facts relating to the submission of the proposals for Award.

 Print Name Title
 X _____
 Signature Date

6.1.3 Drug-Free Workplace Certification. HCPS shall provide tie bid preference to businesses with drug-free workplace programs. Whenever two or more bids, which are equal concerning price, quality, and service, are received by HCPS for the procurement of commodities or services, a bid is received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. HCPS shall establish procedures for processing tie bids if none of the tie bids have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X	
Signature	Title
Print Name	Date

[INTENTIONALLY BLANK]

6.1.4 Scrutinized Company Certification. I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created under §§ 215.4725, 215.473, or 287.135, F.S. Under § 287.135, F.S., I further affirm that:

- This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or Israeli-controlled territories, in a discriminatory manner.
- This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Sudan or a government-created project involving oil-related, mineral extraction, or power generation activities, or
 - Have a material business relationship involving the supply of military equipment, or
 - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - Have been complicit in the genocidal campaign in Darfur.
- This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government-created project involving oil-related or mineral extraction activities, or
 - Have made material investments with the effect of significantly enhancing the Iranian petroleum sector.
 - This Company is not engaged in business operations in Cuba or Syria.

X

Signature Title

Print Name Date

[INTENTIONALLY BLANK]

6.1.5 Certification Regarding Debarment, Suspension Ineligibility, And Voluntary Exclusion. This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

The following statement is made by the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may apply to the information provided.

(READ INSTRUCTIONS ON PAGE TWO BEFORE COMPLETING CERTIFICATION.)

The prospective lower-tier participant certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify any of the statements in this certification, the prospective participant shall attach an explanation to this Proposal.

Organization Name	PR/Award Number or Project Name
Name(S) And Title(S) of Authorized Representative(S)	
Signature(S)	Date

By Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

INSTRUCTIONS FOR CERTIFICATION

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 by these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to whom this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[INTENTIONALLY BLANK]

6.1.6 Truth And Accuracy Statement. The signer of this solicitation guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

The undersigned hereby:

- authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any HCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and
- states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and
- certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation’s terms, conditions, exhibits, specifications, attachments, and addenda.

“I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.”

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK.]

6.1.7 Addenda And Bid Form. The signer of this bid guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

The proposer is not responsible for acknowledging the final HCPS-uploaded addenda (addenda provided after the Question Due Date) if the final addenda does not create a fundamental change to the proposal.

Receipt of the following Addenda is hereby acknowledged. (List all Addenda as follows):

- Addendum No. 1 Dated: _____
- Addendum No. 2 Dated: _____
- Addendum No. 3 Dated: _____
- Addendum No. 4 Dated: _____
- Addendum No. 5 Dated: _____
- Addendum No. 6 Dated: _____
- Addendum No. 7 Dated: _____
- Addendum No. 9 Dated: _____

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK.]

TAB 7. COST/BEST VALUE

7.1 PRICE SHEET

The Proposer must submit the following information as part of the cost proposal:

Provide in Attachment B (Pricing Sheet) the proposed pricing using a fixed percentage discount from a manufacturer price list, or other objectively verifiable criteria, for each product category in Section 1.2 above. Multiple discounts may be provided for each product category.

Provide in Attachment C (Market Basket) the price for each item based on the discount proposed in the Pricing Sheet. Please note that this is not a core list or high volume items, and does not solely determine lowest price.

Proposers must provide required information for each item listed in Attachment C to include:

- Manufacturer part number;
- Supplier product number; and
- Identify category (per Attachment B) for each item.

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TAB 8. INSURANCE REQUIREMENTS

8.1 TO BE SUBMITTED WITH THE PROPOSAL

8.1.1 Proof of Insurance. The Proposer must provide proof of insurance. Also, upon award, at its own expense, the Contractor must always maintain an insurance policy in effect during the performance of this Agreement with an insurance company licensed or authorized to do business in the State of Florida having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the below coverage amounts. Failure of the Contractor to maintain the required insurance will constitute a material breach entitling HCPS to immediately terminate the Award for default.

8.2 UPON RECEIPT OF NOTICE OF AWARD

Upon receipt of a notice of intent to award, at their own expense, the Contractor must always maintain an insurance policy in effect during the performance of this Agreement with an insurance company licensed or authorized to do business in the State of Florida having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the below coverage amounts. Failure of the Consultant must maintain the required insurance will constitute a material breach entitling HCPS to immediately terminate this Agreement for default.

8.2.1 Workers’ Compensation and Employers’ Liability. Per Chapter 440, F.S., the Contractor must comply with all requirements of the State of Florida Division of Workers’ Compensation. The Workers’ Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy). Coverage shall be for all its employees connected with the services of this Agreement. Unless insured by the Contractor, the Contractor shall require its subcontractors similarly to provide Workers’ Compensation Insurance for all subcontractor employees.

If the Contractor is exempt from or does not have Workers’ Compensation insurance the Hillsborough County Public Schools’ Hold Harmless Form must be signed, notarized, and forwarded to Procurement Services.

Employers’ Liability/Accident	\$100,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$100,000

8.2.2 Commercial/General Liability Insurance (Occurrence Form Only). If marked, the Contractor must maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury, and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms, and conditions of coverage must be maintained during the term of this Agreement.

Description	Minimum Limits
General Aggregate	\$1,000,000
Each Occurrence	\$500,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Damage to Rented Premises [Fire Legal Liability]	\$50,000
Medical Payments	\$5,000

THE CONTRACTOR MUST LIST HILLSBOROUGH COUNTY PUBLIC SCHOOLS, 901 E. KENNEDY BLVD., TAMPA, FL 33602 AS “CERTIFICATE HOLDER” AND “ADDITIONAL INSURED” ON THE SUBMITTED CERTIFICATE OF INSURANCE.

8.2.3 Auto Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent. However, automobiles that stay on public roads and parking lots only need to have insurance as required by the State of Florida to operate on public roadways.

Description	Minimum Limits
Bodily Injury [per person/per accident]	\$500,000

Personal Injury Protection (No Fault)	\$10,000
Property Damage	\$500,000
Hired – Non-Owned Liability	\$500,000
Medical Payments	\$5,000
Combined Single Limit [in lieu of above split limits]	\$1,000,000

8.2.4 No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., by any agency or political subdivision to which sovereign immunity may be applicable.

8.2.5 Out-of-State Employers. Out-of-state employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out-of-state employer is required to obtain a Florida Workers’ Compensation Insurance policy with a Florida-approved insurance carrier, which meets the requirements of Florida law and the Florida Insurance Code.

THE SIGNATURE BELOW ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A BID WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

Organization Name

Print Name

X
Signature

Date

[INTENTIONALLY BLANK.]

TAB 9. SEPARATE DOCUMENTS

9.1 APPENDIX: SUBSTITUTE W-9

See separate Attachment.

The Substitute W-9 Form is provided on a separate document available via www.myvendorlink.com. The filled-in and signed document must be submitted with the Proposal.

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ATTACHMENT A

SOLICITATION BY

HILLSBOROUGH COUNTY PUBLIC SCHOOLS, FL

FOR

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS
EQUIPMENT, AND RELATED PRODUCTS AND
SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GOVMVMT PURCHASING COOPERATIVE

REQUEST FOR PROPOSALS(RFP) #24101-RFP-DST
PUBLIC SAFETY AND EMERGENCY PREPAREDNESS
EQUIPMENT, AND RELATED PRODUCTS AND
SERVICES

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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 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 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 GovMVMT to encourage Public Agencies to piggyback onto 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 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 GovMVMT 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 GovMVMT.

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 sales persons 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.
-

**EXHIBIT B
SUPPLIER RESPONSE**

5. Provide company annual sales for the three previous 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>			

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.
-

**EXHIBIT B
SUPPLIER RESPONSE**

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 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

EXHIBIT B
SUPPLIER RESPONSE

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.
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
-

EXHIBIT B SUPPLIER RESPONSE

Supplier's executive leadership, along with the GovMVMT 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:
 - 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.
-

EXHIBIT B
SUPPLIER RESPONSE

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 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 GovMVMT
 - 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 GovMVMT 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.

EXHIBIT C
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 GovMVMТ 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 GovMVMТ 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 GovMVMТ 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 GovMVMТ 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, GovMVMТ (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. GovMVMТ 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

2.1 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 GovMVMТ through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMТ shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 GovMVMТ 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.

3.2 GovMVMT Representations and Covenants.

(a) 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.

3.3 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 GovMVT 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 GovMVT program and linked to GovMVT' 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 GovMVT 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 GovMVT 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 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 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 GovMVT to encourage Public Agencies to piggyback on to 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 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

3.4 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.

3.5 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

4.1 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

5.1 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.

5.2 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.

5.3 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@govmvt.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.

5.4 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.

5.5 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
- (viii) Number of times ordered
- (ix) Units sold
- (ix) Sales by Manufacturer

5.6 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.

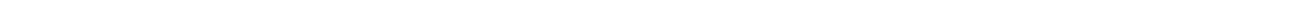
GovMVMT:

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 GovMVM, 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: _____

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.
-

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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 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 GovMVMT 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 FUNDS CONTRACT PROVISIONS

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.**

DEFINITIONS

Contract: A legal instrument by which a Federal funding award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term “Contract” is interchangeable with the term “Master Agreement.”

Contractor: Contractor means an entity that receives a contract. The term “Contractor” is interchangeable with the term “Supplier.”

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

Federal awarding agency: The federal agency that provides a federal award directly to a non-Federal entity (NFE).

Federal award: The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with “Federal awarding agency”, “grant”, and “financial assistance.”

Non-Federal Entity (NFE): A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

Recipient: An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

Pass-through entity: A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the Federal funding award agreement.

Simplified Acquisition Threshold (SAT): Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

(Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

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

Subrecipient: An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

Uniform Guidance: The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

APPENDIX II TO 2 CFR 200

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

Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

_____ agrees
(Initial of Supplier's Authorized Representative)

2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier or for convenience as detailed in the terms of the contract.

_____ agrees
(Initial of Supplier's Authorized Representative)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the equal opportunity clause found in 2 CFR Part 200.

Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

_____ agrees

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

(Initial of Supplier's Authorized Representative)

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must 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. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

_____ agrees

(Initial of Supplier's Authorized Representative)

5. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act the Federal awarding agency. 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. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agreement 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 compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. 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.

Pursuant to Federal Rule, 5, Copeland "Anti-Kickback" Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

_____ agrees
(Initial of Supplier's Authorized Representative)

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

_____ agrees
(Initial of Supplier's Authorized Representative)

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 Federal 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 NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the Federal awarding agency. The regulation at 37 CFR § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

_____ agrees
(Initial of Supplier's Authorized Representative)

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal awarding agency. Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

_____ agrees
(Initial of Supplier's Authorized Representative)

9. **Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.

_____ agrees
(Initial of Supplier's Authorized Representative)

10. **Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for an award of more than \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of
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EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:

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

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) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

_____ agrees
(Initial of Supplier's Authorized Representative)

11. **Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. 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-guideling-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
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**EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS**

Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.

_____ agrees
(Initial of Supplier's Authorized Representative)

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

Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Domestic Preference for Procurements.

_____ agrees
(Initial of Supplier's Authorized Representative)

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

Company Name: _____

Address, City, State, Zip Code: _____

Phone: _____

Fax: _____

Printed Name of Authorized Signer: _____

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

Email address of Authorized Signer: _____

Signature of Authorized Signer: _____

Date: _____

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

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.

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,

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

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

- (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.
- (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.

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

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

4. Davis-Bacon Act

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 2 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.

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

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.

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

EXHIBIT G
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RECOMMENDED CONTRACT PROVISIONS

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 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.
-

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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.

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

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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 fact 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

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,

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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.

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,

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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

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in this clause.

(b) *Prohibitions.*

- (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.
-

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FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
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- (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.
 - (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
-

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FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
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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:

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

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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

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:

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- 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 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: _____

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

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.
<small>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.</small> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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"/> |

**EXHIBIT H
ATTACHMENT 1**

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

Name	Address	Interest

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

**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 municipality) (name of affiant)
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 _____

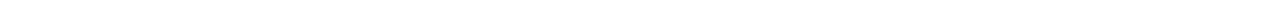
(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

**EXHIBIT H
ATTACHMENT 2**

(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

**EXHIBIT H
ATTACHMENT 3**

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

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

EXHIBIT H
ATTACHMENT 3

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.

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
-

EXHIBIT H
ATTACHMENT 4

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
 5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**
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**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

EXHIBIT H
ATTACHMENT 4

committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

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

**EXHIBIT H
ATTACHMENT 4**

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 Clerk

Sheriff

{County Executive}

Surrogate

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

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

**EXHIBIT H
ATTACHMENT 4**



**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
Proprietorship

Corporation

Sole

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: _____

**EXHIBIT H
ATTACHMENT 5**

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
 APPELGATE 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

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
 IN (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

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

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

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

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

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

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

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

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

PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT
 1J SAINT TAMMANY PARISH SCHOOL BOARD,
 LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION
 SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT
 NO.55
 TERREBONNE PARISH SCHOOL
 DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL
 DISTRICT
 WILLAMETTE EDUCATION SERVICE
 DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING &
 SCIENCE (AMES), UT
 ALIANZA ACADEMY,
 UT ALPINE DISTRICT,
 UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY,
 UT
 BAER CANYON HIGH SCHOOL FOR
 SPORTS & MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY
 ACADEMY (BSTA), UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY,
 UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT
 DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL,
 UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY,
 UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL,
 UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY
 ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT

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

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

HIGHER EDUCATION
 ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY
 COLLEGE, LA

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

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

STATE AGENCIES

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

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

ATTACHMENT B

**Hillsborough County Schools, FL
Public Safety, Emergency Preparedness Equipment and Related Products and Services
Discount Pricing Sheet**

Companies shall provide pricing based on the requirements and terms set forth in this RFP.

For each category listed, provide pricing using a fixed percentage discount from a manufacturer price list or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage.

Additional lines may be added for sub-categories as necessary.

Category Number	Product Category	Fixed Discount Percent(%) Off Manufacturer's List Price	Verifiable Criteria Used
1	Personal Protective Equipment	%	
2	Explosive Device Mitigation and Remediation Equipment	%	
3	Air Purification	%	
4	Information Technology	%	
5	Cyber Security Enhancement Equipment and Services	%	
6	Interoperable Communications Equipment	%	
7	Metal Detection Equipment	%	
8	Detection Equipment		
9	Decontamination Equipment	%	
10	Medical Supplies	%	
11	Power Equipment	%	
12	Classroom Cleanliness/Hygiene Products	%	
13	Physical Security	%	
14	Window Film	%	
15	Inspection and Screening Systems	%	
16	CBRNE Equipment, Training, Reference Material	%	
17	Intervention Equipment	%	
18	Perimeter Security	%	
19	Law Enforcement Equipment	%	
20	Vehicles and Vehicle Upfitting	%	
21	Related Products and Services	%	
22	All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment	%	

Suppliers must detail any Rebate Programs offered in your Proposal Response.

Attachment C

Suppliers must complete the attached Market Basket Pricing in Excel spreadsheet per instructions included in the Cost Proposal Instructions (see 1.4, item number 2).

