

# ATTACHMENT C

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### 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.

#### 1.1 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.

### 1.2 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.
  - 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.
  - 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.

- 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:
  - 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.
  - 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.
  - 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.
  - 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.

- 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.
- 1.3 **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:

- 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.

- 1.4 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) <u>Branding and Logo Compliance</u>. 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 forreview and approval.
- (iii) <u>Sales Force Training</u>. 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) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:
  - 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 genera inquiries in the following format: GovMVMT@(suppliername).com.

- (v) <u>Electronic Registration</u>: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT' online registration process prior to processing the Public Agency's first sales order.
- (vi) <u>Supplier's Performance Review</u>: 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.

# GOVMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into
the Contract to provide Multi-Functional Devices and Managed Print Services and Related
Products and Services (the "Contract") between Olathe Public Schools USD#233 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 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
Submi	tted by:
	(Printed Name) (Title)
	(Signature) (Date)

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:

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

- 3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
- 4. Provide the number and location of support centers.

5. Provide company annual sales for the three previous fiscal years in the United States. Sales 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							
Total Supplier Sales							

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						·	
Total Supplier Sales							

- 7. Provide a list of your company's ten largest public agency customers, including contact information.
- 8. Describe any green or environmental initiatives or policies.

- 9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any 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
0	
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):

# 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.)?

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

- 3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.
- 4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

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

### D. Sales and Marketing

- 1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
  - a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
  - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the 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.
- 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 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.

This ADMINISTRATION AGREEMENT ("<u>Agreement</u>") is made as of \_\_\_\_\_\_(Insert Date), by and between GovMVMT ("<u>GovMVMT Purchasing Cooperative"</u>) and ("<u>Supplier</u>").

### **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 <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

- 1.2 GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.
- 1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.
- 1.4 GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.
- 1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

# ARTICLE II TERM OF AGREEMENT

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

# ARTICLE III REPRESENTATIONS AND COVENANTS

3.1 GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier.

The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

- 3.2 GovMVMT Representations and Covenants.
  - (a) <u>Marketing</u>. 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 tradeshows and other marketing activity such as advertising, articles and promotional campaigns.
  - (b) <u>Training and Knowledge Management Support</u>. GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), 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 <u>Supplier's Representations and Covenants</u>. 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 "<u>Supplier's Commitments</u>" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

# (a) **Executive Commitment**

- (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.
- (ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.
- (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

- (v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT' website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

# (b) <u>Value Commitment</u>

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

- (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) <u>Supplier's Options in Responding to a Third-Party Procurement Solicitation</u>. While it is the objective of GovMVMT to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
  - (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
  - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
  - (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement

and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

c) <u>Differentiator Commitment</u>. 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) <u>Sales and Marketing Commitment</u>. 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) <u>Supplier Sales</u>. 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 insure 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) <u>Branding and Logo Compliance</u>. 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) <u>Sales Force Training</u>. 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) <u>Participating Public Agency Access</u>. 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) <u>Electronic Registration</u>. 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) <u>Supplier's Performance Review</u>. 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 <u>Breach of Supplier's Representations and Covenants</u>. 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 <u>Indemnity</u>. 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 threequarter 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 1<sup>st</sup> December 31<sup>st</sup> 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.
- 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.
- Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

- 5.4 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 <u>Usage Reporting.</u> 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 <u>Supplier's Failure to Provide Reports or Pay Administrative Fees</u>. 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 <u>Entire Agreement</u>. 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) <u>Supplier</u>. 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) <u>GovMVMT</u>. 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 <u>Notices</u>. 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 143 <sup>rd</sup> St Alachua, FL 32615 Attn: Program Manager Administration
Supplier:	
	Attn: GovMVMT Program Manager

- 6.4 <u>Severability</u>. 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 <u>Waiver</u>. 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 <u>Counterparts</u>. 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 <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.8 <u>Governing Law; Arbitration</u>. 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 <u>Attorney's Fees</u>. 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 <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

GovMVMT:
GovMVMT PURCHASING COOPERATIVE
Ву
Name: David Kidd
Title: Program Manager
Supplier:
(Insert Supplier Name)
Ву
Name:
Titlo·

# MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

# SAMPLE SALES REPORT TEMPLATE

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

# 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 (<a href="https://www.govmvmt.org/">https://www.govmvmt.org/</a>).

### **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, Olathe Public Schools USD #233, 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 N	Jame)						
(Title)							
(Date)							

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 FEMA 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 Emergency Management Agency (FEMA)**: FEMA's statutory mission is to reduce the loss of life and property and protect the Nation form 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.

**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 "FEMA Award", "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 FEMA 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 (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.

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.

ΑI	PPENDIX II TO 2 CFR 200
1.	<b>Remedies</b> . 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.	<b>Termination for Cause and Convenience</b> . 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.	<b>Equal Employment Opportunity</b> . 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

(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.

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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 to FEMA. 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 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 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.

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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.

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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 NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA. 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.

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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 FEMA. Violations must be reported to FEMA 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.

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**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.

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(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 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.

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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: <a href="https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program</a>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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.

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- 12. Prohibition of Contracting for Covered Telecommunications Equipment or Services. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 CFR § 200.216, as implemented by FEMA Policy 401-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
  - a. 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;
  - b. 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; or
  - c. Enter into, extend, or renew contract with entities that use covered telecommunications equipment or services as a substantial or essential component or any system, or as critical technology as part of any system.

Pursuant to Federal Rule, 12, Prohibition of Contracting for Covered Telecommunications Equipment or Services 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 is will comply with this Prohibition.

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13. **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 in 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, form 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 is will comply with this Domestic Preference for Procurements.

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(Initial of Supplier's Authorized Representative)	

#### 14. Access to Records.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it 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 Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpt, and transcriptions.

The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Supplier 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 Supplier 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.

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### 15. Changes to Contract.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it understands that changes by either the Participating Public Agency or Supplier can be made to alter the method, price, or schedule of the work without breaching the contract provided such changes are mutually agreed to. The applicability of such changes may depend on the nature of the contract and the procured item(s) or service(s) and Participating Public Agency should consult with servicing legal counsel to determine how contract changes are permissible under applicable state, local, or tribal laws or regulations.

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(Initial of Supplier's Authorized Representative)	

#### 16. DHS Seal, Logo, and Flags.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies it will not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Supplier certifies that subcontractors will also comply with this provision.

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(Initial of Supplier's Authorized Representative)	

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

	When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
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18.	No Obligation by Federal Government.
	When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies the federal government is not a party to this contract and is not subject to any obligations or liabilities to the Participating Public Agency, Supplier, or any other party pertaining to any matter resulting from the contract.
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	(Initial of Supplier's Authorized Representative)
19.	Program Fraud and False or Fraudulent Statements or Related Acts.
	When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that 31U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.
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20.	Affirmative Socioeconomic Steps.
	When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that if subcontracts are to be let, Supplier is required to take all necessary steps identified in $2 \text{ CFR } \S 200.321(b)(1)-(5)$ to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
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	(Initial of Supplier's Authorized Representative)

### 21. Copyright and Data Rights.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies for "License and Delivery of Works Subject to Copyright and Data Rights," that Supplier 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 Supplier 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 nor before c Agency data ct but not first ipating Public

the completion of this contract, the Supplier will deliver to the Participating Public first produced in the performance of this contract and data required by the contract produced in the performance of this contract in formats acceptable by the Participation.  Agency.	ct but not first
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(Initial of Supplier's Authorized Representative)	
Supplier agrees to comply with all federal, state, and local laws, rules, regordinances, as applicable. It is further acknowledged that Suppler certifies 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:	
Email address of Authorized Signer:	
Signature of Authorized Signer:	
Date:	

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.

By submitting a proposal, the Supplier is accepting these FEMA Special Conditions and agrees to execute work in compliance with 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.

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

#### 1. Remedies

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

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

#### 2. Termination for Cause and Convenience

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

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that

is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

### 3. Equal Employment Opportunity

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 rate, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this Contract, the Contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 complain or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the

Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

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 gran 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 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.

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

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

#### 9. Debarment and Suspension

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

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

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

This certification is a material representation of face relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

### 10. Byrd Anti-Lobbying Amendment

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

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

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

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

### FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) **SPECIAL CONDITIONS**

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
truthf	fulness and accuracy of each statement of its certification	n and discl	osure	e, if any.	In
additi	on, the Contractor understands and agrees that the provis	sions of 31	U.S	.C Chap.	38,
Admi	nistrative Remedies for False Claims and Statements, ag	oply to this	cert	ification	and
disclo	osure, if any.				
	·				
Signa	ture 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. <u>Prohibition on Contracting for Covered Telecommunications Equipment or Services</u>
  Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.
  - (a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

#### (b) Prohibitions.

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

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### (c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (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 form 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; ad any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), 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

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. <u>Affirmative Socioeconomic Steps</u>

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.

#### 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 date 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:	
Phone:	
Phone:	
Fax:	
Printed Name of Authorized Signer:	
Email address of Authorized Signer:	
Signature of Authorized Signer:	
Date:	

### EXHIBIT G 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.

# 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.

Γ-	reserving the proposition				
Co	Company Name:				
Address:					
1.	<ol> <li>The Company is a Sole Proprietor; and therefore, no disclosure is necessary.         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.     </li> </ol>				
2.	The Company is a Corporation, Partnership, or Limited Liability Company.				
ad (b) me ad	you answered <b>YES</b> to Question 2, you must disclose the following: (a) the name dresses of all stockholders in the corporation who own 10% or more of its stock all individual partners in the partnership who own a 10% or greater interest the embers in the limited liability company who own a 10% or greater interest the ditional sheets as necessary.)  there are no stockholders, partners or members owning 10% or more interest.	ek, of any nerein; or, rein. (Atta	(c) all ch		
"N	one".  Name Address	Intonosi	L		
	Name Audress	Interest	<u>.                                    </u>		
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?	Yes	No		

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

<b>Name</b>	Address	Interest
I further certify that th	ne statements and information containe	ed herein, are complete and correct

to the best of my knowledge and belief.

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

State of New Jersey County of		ss:			
I,			residing (name	of	in affiant)
(name of municipality) in the County of of full age, bein	ng duly sworn ac	ccording to	_ and law on my	State oath de	of epose
and say that:	0 ,	J	·		•
I am		of	the	firm	of
(title or position)			(name of fir	m)	
	the bidder	making thi	s Proposal	for the	bid
entitled(title of bid proposal)	, and that I	executed th	e said pro	posal wi	ith
bidding in connection with the above-name proposal and in this affidavit are true an contained in said Proposal (name of contracting unit) and in the statements contained in this affill further warrant that no person or selling secure such contract upon an agreement brokerage, or contingent fee, except to commercial or selling	d correct, and relies  idavit in awarding agency has been tor understand	made with upon the teng the control of the control	full knowled ruth of the ract for the commission	edge thater said protections said protections said protections.	oject.
(name of firm)		·	mannamo	u	υ y
Subscribed and sworn to					
before me this day	Signatu	re			
, 2					
	(Type or print	name of af	fiant unde	r signat	ure)
Notary public of					
My Commission expires	<del></del>				
(Seal)					

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

Company Name:
Address:
<b>Proposal Certification</b> : 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, <u>ONE</u> of the following three documents:
(1) Letter of Federal Affirmative Action Plan Approval
(2) Certificate of Employee Information Report
(3) Employee Information Report Form AA302
Public Work – Project Cost over \$50,000:
(1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
(2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.
I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.
Authorized Signature
Printed Name
Title
Date

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

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. I7:27-5.2, 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

#### C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

- paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - of that county in which that public entity is located
  - o 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

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

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

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

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

Vendor Name:			
Address:			
City:	State: Zip:		
rein represents complia	thorized to certify, hereby certifies ance with the provisions of <u>N.</u> ions accompanying this form.		
Signature	Printed Name	Т	itle
onn provided by the local	unit.		
	re is provided in electronic form.		
_		Date	Dollar Amount
Check here if disclosur	re is provided in electronic form.	Date	
Check here if disclosur	re is provided in electronic form.	Date	Amount
Check here if disclosur	re is provided in electronic form.	Date	Amount
Check here if disclosur	re is provided in electronic form.	Date	Amount
Check here if disclosur	re is provided in electronic form.	Date	Amount
Check here if disclosur	re is provided in electronic form.	Date	Amount
Check here if disclosur	re is provided in electronic form.	Date	Amount
	re is provided in electronic form.	Date	Amount
Check here if disclosur	re is provided in electronic form.	Date	Amount

## List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

#### STOCKHOLDER DISCLOSURE CERTIFICATION

Name	e of Business:				
	<del>-</del>	ng 10% or more			and home addresses of all nd outstanding stock of the
		OR			
	I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.		f the issued and outstanding		
Chec	k the box that repre	esents the type of	business	organi	zation:
	artnership ietorship	Corp	oration		Sole
□Li	mited Partnership	Limited Liab	ility Corpora	ation	Limited Liability Partnership
$\square_{S}$	ubchapter S Corpora	tion			
_	and notarize the fo	•	if necessa	ry, coi	mplete the stockholder list
Stock	kholders:				
Name:		<del> </del>	Name: _		
Home Ad	dress:		_ Home	Addre	ess:
Name:			Name: _		
Home Ad	dress:		_ Home	Addre	ess:

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

#### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, 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: <a href="https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.">https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.</a> pdf.

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

### 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 H 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 GovMVMT 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 <a href="http://www.usa.gov/state-tribal-governments">http://www.usa.gov/state-tribal-governments</a>.

Certain Public Agencies and Political Subdivisions:

#### CITIES. TOWNS. VILLAGES AND **BOROUGHS 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 CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT

DIC WATER LIT	FARR WEST, UT
BIG WATER, UT	FAYETTE, UT FERRON,
BLANDING, UT	UT FIELDING, UT
BLUFFDALE, UT	FILLMORE, UT
BOULDER, UT	FOUNTAIN GREEN, UT
CITY OF BOUNTIFUL, UT	FRANCIS, UT
BRIAN HEAD, UT	·
BRIGHAM CITY CORPORATION, UT	FRUIT HEIGHTS, UT
BRYCE CANYON CITY, UT	GARLAND LIT
CANNONVILLE, UT	GARLAND, UT
CASTLE DALE, UT	GENOLA, UT
CASTLE VALLEY, UT	GLENDALE, UT
CITY OF CEDAR CITY, UT	GLENWOOD, UT
CEDAR FORT, UT	GOSHEN, UT
CITY OF CEDAR HILLS, UT	GRANTSVILLE, UT
CENTERFIELD, UT	GREEN RIVER, UT
CENTERVILLE CITY CORPORATION, UT	GUNNISON, UT
CENTRAL VALLEY, UT	HANKSVILLE, UT
CHARLESTON, UT	HARRISVILLE, UT
CIRCLEVILLE, UT	HATCH, UT
CLARKSTON, UT	HEBER CITY CORPORATION, UT
CLAWSON, UT	HELPER, UT
CLEARFIELD, UT	HENEFER, UT
CLEVELAND, UT	HENRIEVILLE, UT
CLINTON CITY CORPORATION, UT	HERRIMAN, UT
•	HIDEOUT, UT
COALVILLE, UT	HIGHLAND, UT
CORINNE, UT	HILDALE, UT
CORNISH, UT	HINCKLEY, UT
COTTONWOOD HEIGHTS, UT	HOLDEN, UT
DANIEL, UT	HOLLADAY, UT
DELTA, UT	· · · · · · · · · · · · · · · · · · ·
DEWEYVILLE, UT	HONEYVILLE, UT
DRAPER CITY, UT	HOOPER, UT
DUCHESNE, UT EAGLE	HOWELL, UT
MOUNTAIN, UT EAST	HUNTINGTON, UT
CARBON, UT ELK	HUNTSVILLE, UT
RIDGE, UT	CITY OF HURRICANE, UT
ELMO, UT	HYDE PARK, UT
ELSINORE, UT	HYRUM, UT
ELWOOD, UT	INDEPENDENCE, UT
EMERY, UT	IVINS, UT
ENOCH, UT	JOSEPH, UT
ENTERPRISE, UT	JUNCTION, UT
EPHRAIM, UT	KAMAS, UT
ESCALANTE, UT	KANAB, UT
EUREKA, UT	KANARRAVILLE,
FAIRFIELD, UT	UT KANOSH, UT
FAIRVIEW, UT	KAYSVILLE, UT
	,
FARMINGTON, UT	

KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT LEEDS, UT LEHI CITY CORPORATION, UT LEVAN, UT LEVAN, UT LINDON, UT LOA, UT LOGAN CITY, UT LYMAN, UT LYNNDYL, UT MANILA, UT MANTI, UT MANTUA, UT MARRIOTT-SLATERVILLE, UT MAYFIELD, UT	OGDEN CITY CORPORATION, UT OPHIR, UT ORANGEVILLE, UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARADISE, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PARYSON, 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
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,	PROVO. UT
	RANDOLPH, UT
•	REDMOND, UT
MEADOW, UT	RICHMOND, UT
MENDON, UT	RIVERDALE, UT
MIDVALE CITY INC., UT	RIVER HEIGHTS, UT
MIDWAY, UT	RIVERTON CITY, UT
MILFORD, UT	ROCKVILLE, UT
MILLVILLE, UT	ROCKY RIDGE, UT
MINERSVILLE, UT	ROOSEVELT CITY CORPORATION, UT
MOAB, UT	ROY, UT
MONA, UT	RUSH VALLEY, UT
MONROE, UT	CITY OF ST. GEORGE, UT
CITY OF MONTICELLO, UT	SALEM, UT
MORGAN, UT	SALINA, UT
MORONI, UT	SALT LAKE CITY CORPORATION, UT
MOUNT PLEASANT, UT	SANDY, UT
MURRAY CITY CORPORATION, UT	SANTA CLARA, UT
MYTON, UT	SANTAQUIN, UT
NAPLES, UT	SARATOGA SPRINGS, UT
NEPHI, ÚT	SCIPIO, UT
NEW HARMONY, UT	SCOFIELD, UT
NEWTON, UT	SIGURD, UT
NIBLEY, UT	SMITHFIELD, UT
NORTH LOGAN, UT	SNOWVILLE, UT
NORTH OGDEN, UT	CITY OF SOUTH JORDAN, UT
NORTH SALT LAKE CITY, UT	SOUTH OGDEN, UT
OAK CITY, UT	CITY OF SOUTH SALT LAKE, UT
OAKLEY, UT	

SOUTH WEBER, UT	OFFICE, LA
	CITY AND COUNTY OF HONOLULU, HI
SPANISH FORK, UT	CLACKAMAS COUNTY, OR
SPRING CITY, UT	
SPRINGDALE, UT	CLACKAMAS COUNTY DEPT OF
SPRINGVILLE, UT	TRANSPORTATION, OR
STERLING, UT	CLATSOP COUNTY, OR
*	COLUMBIA COUNTY, OR
STOCKTON, UT	COOS COUNTY, OR COOS
SUNNYSIDE, UT SUNSET	·
CITY CORP, UT	COUNTY HIGHWAY
SYRACUSE, UT	DEPARTMENT, OR
TABIONA, UT	COUNTY OF HAWAII, OR
CITY OF TAYLORSVILLE, UT	CROOK COUNTY, OR
TOOELE CITY CORPORATION, UT	CROOK COUNTY ROAD DEPARTMENT,
·	OR
TOQUERVILLE, UT	CURRY COUNTY, OR
TORREY, UT	
TREMONTON CITY, UT	DESCHUTES COUNTY, OR
TRENTON, UT TROPIC,	DOUGLAS COUNTY, OR
UT	EAST BATON ROUGE PARISH, LA
UINTAH, UT	GILLIAM COUNTY, OR
VERNAL CITY, UT	GRANT COUNTY, OR
	HARNEY COUNTY, OR
VERNON, UT	HARNEY COUNTY SHERIFFS OFFICE,
VINEYARD, UT	OR
VIRGIN, UT	HAWAII COUNTY, HI
WALES, UT	
WALLSBURG, UT	HOOD RIVER COUNTY, OR
WASHINGTON CITY, UT	JACKSON COUNTY, OR
WASHINGTON TERRACE, UT	JEFFERSON COUNTY, OR
WELLINGTON, UT	JEFFERSON PARISH, LA
WELLSVILLE, UT	JOSEPHINE COUNTY GOVERNMENT,
,	OR
WENDOVER, UT	LAFAYETTE CONSOLIDATED
WEST BOUNTIFUL, UT	GOVERNMENT, LA
WEST HAVEN, UT	,
WEST JORDAN, UT	LAFAYETTE PARISH, LA
WEST POINT, UT	LAFAYETTE PARISH CONVENTION &
WEST VALLEY CITY, UT	VISITORS COMMISSION LAFOURCHE
WILLARD, UT	PARISH, LA
WOODLAND HILLS, UT	KAUAI COUNTY, HI
	KLAMATH COUNTY, OR
WOODRUFF, UT WOODS	LAKE COUNTY, OR LANE
CROSS, UT	COUNTY, OR LINCOLN
COUNTIES AND PARISHES INCLUDING	COUNTY, OR LINN
BUT NOT LIMITED TO:	COUNTY, OR
ASCENSION PARISH, LA ASCENSION	LIVINGSTON PARISH, LA
PARISH, LA, CLEAR OF COURT	MALHEUR COUNTY, OR
CADDO PARISH, LA CALCASIEU	MAUI COUNTY, HI
·	MARION COUNTY, SALEM, OR
PARISH, LA CALCASIEU PARISH	MORROW COUNTY, OR
SHERIFF'S	MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, **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 COUNTY, TILLAMOOK 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 COUNTY, YAMHILL OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE. UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT UT COUNTY OF DAVIS. COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT OF UT COUNTY UTAH. 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

OR

**AGENCIES INCLUDING** OTHER ASSOCIATIONS, BOARDS, DISTRICTS. COMMISSIONS. COUNCILS. PUBLIC CORPORATIONS, **PUBLIC** DEVELOPMENT **AUTHORITIES.** AND UTILITIES RESERVATIONS 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 COMPANY, **IMPROVEMENT** APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER **CONTROL** DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR BADGER IMPROVEMENT DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BAKER VALLEY S.W.C.D., OR BAKER **VECTOR CONTROL** VALLEY DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT, 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, BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR BEAVER WATER DISTRICT, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR BEND METRO PARK AND RECREATION **DISTRICT** BENTON S.W.C.D., OR BERNDT **SUBDIVISION** WATER IMPROVEMENT DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR **BIENVILLE PARISH FIRE PROTECTION** 

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

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

CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT. CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., 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 COUNTY CLACKAMAS **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, 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 OR **COOUILLE** R.F.P.D.. VALLEY HOSPITAL DISTRICT, OR CORBETT WATER DISTRICT, OR CORNELIUS R.F.P.D., OR CORP RANCH ROAD WATER IMPROVEMENT, 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 DRIVE DARLEY 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 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 **COMMUNITY BUILDING** DURKEE 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 **CHEMICAL UMATILLA** 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, 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

HALL

OR

&

OR

#74

**ROAD** 

AUTHORITY, OR GOLDFINCH ROAD DISTRICT, OR HECETA WATER P.U.D., OR HELIX GOSHEN R.F.P.D., OR **CEMETERY MAINTENANCE** GOVERNMENT CAMP ROAD DISTRICT, DISTRICT #4, OR OR HELIX PARK & RECREATION DISTRICT, GOVERNMENT CAMP SANITARY OR DISTRICT, OR HELIX R.F.P.D. #7-411, OR GRAND PRAIRIE WATER CONTROL HEPPNER CEMETERY MAINTENANCE DISTRICT, OR DISTRICT, OR GRAND RONDE SANITARY DISTRICT, HEPPNER R.F.P.D., OR OR HEPPNER WATER CONTROL GRANT COUNTY TRANSPORTATION DISTRICT, OR DISTRICT, OR HEREFORD **COMMUNITY** GRANT S.W.C.D., OR RECREATION DISTRICT, GRANTS PASS IRRIGATION DISTRICT, HERMISTON CEMETERY DISTRICT, OR OR HERMISTON IRRIGATION DISTRICT, OR GREATER BOWEN VALLEY R.F.P.D., HIDDEN VALLEY MOBILE ESTATES OR IMPROVEMENT DISTRICT, OR GREATER ST. HELENS PARK & HIGH DESERT PARK & RECREATION RECREATION DISTRICT, DISTRICT, OR **GREATER TOLEDO POOL** HIGHLAND SUBDIVISION WATER RECREATION DISTRICT, OR DISTRICT, OR GREEN KNOLLS SPECIAL ROAD HONOLULU INTERNATIONAL AIRPORT DISTRICT, OR HOOD RIVER COUNTY LIBRARY GREEN SANITARY DISTRICT, OR DISTRICT, OR **GREENACRES** R.F.P.D., OR HOOD RIVER **COUNTY** GREENBERRY IRRIGATION DISTRICT. TRANSPORTATION DISTRICT, OR OR HOOD RIVER S.W.C.D., OR GREENSPRINGS RURAL FIRE HOOD RIVER VALLEY **PARKS** DISTRICT, OR RECREATION DISTRICT, HAHLEN ROAD SPECIAL DISTRICT, OR HOODLAND FIRE **DISTRICT** CEMETERY MAINTENANCE HAINES HOODLAND FIRE DISTRICT #74, OR DISTRICT, OR HORSEFLY IRRIGATION DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, HOSKINS-KINGS VALLEY R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND HALSEY-SHEDD R.F.P.D., OR HUBBARD R.F.P.D., OR HAMLET R.F.P.D., BAY **DISTRICT** HUDSON HARBOR R.F.P.D., OR IMPROVEMENT COMPANY, OR HARBOR SANITARY DISTRICT, OR IN (KAY) YOUNG DITCH DISTRICT HARBOR WATER P.U.D., OR IMPROVEMENT COMPANY, OR HARNEY COUNTY HEALTH DISTRICT, ICE FOUNTAIN WATER DISTRICT, OR OR IDAHO **POINT SPECIAL** HARNEY S.W.C.D., OR DISTRICT, OR HARPER SOUTH SIDE IRRIGATION IDANHA-DETROIT RURAL FIRE DISTRICT, OR PROTECTION DISTRICT, HARRISBURG FIRE AND RESCUE, OR ILLINOIS VALLEY FIRE DISTRICT HAUSER R.F.P.D., OR ILLINOIS VALLEY R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR

HEBO JOINT WATER-SANITARY

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 **CITY** ISLAND **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, 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. 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, 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 **GRANDE CEMETERY** LA 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, 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, LEBANON AOUATIC 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 WORKS WATER 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 UMPOUA HOSPITAL DISTRICT, OR

DISTRICT, RECREATION 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 COUNTY MALHEUR S.W.C.D., 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

LOWER UMPQUA

PARK

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

DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT, 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, 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

OR

OR #2, OR PARKDALE R.F.P.D., OR NYSSA RURAL FIRE DISTRICT, OR PARKDALE SANITARY DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, PENINSULA DRAINAGE DISTRICT #1, OR OAK LODGE WATER SERVICES, OR PENINSULA DRAINAGE DISTRICT #2, OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR PHILOMATH FIRE AND RESCUE, OR OCEANSIDE WATER DISTRICT, OR PILOT ROCK **CEMETERY** OCHOCO IRRIGATION DISTRICT, OR MAINTENANCE DISTRICT #5, OR OCHOCO **WEST** WATER PILOT ROCK PARK & RECREATION SANITARY AUTHORITY, OR DISTRICT, OR ODELL SANITARY DISTRICT, OR OLD PILOT ROCK R.F.P.D., OR DITCH **IMPROVEMENT OWYHEE** PINE EAGLE HEALTH DISTRICT, OR DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT OLNEY-WALLUSKI FIRE & RESCUE COMPANY, OR DISTRICT, OR PINE GROVE IRRIGATION DISTRICT, ONTARIO LIBRARY DISTRICT, OR OR ONTARIO R.F.P.D., OR PINE GROVE WATER DISTRICT-OPHIR R.F.P.D., OR KLAMATH FALLS, OR OREGON COAST COMMUNITY ACTION PINE GROVE WATER DISTRICT-OREGON HOUSING AND COMMUNITY MAUPIN, OR **SERVICES** PINE VALLEY CEMETERY DISTRICT, OREGON INTERNATIONAL PORT OF OR COOS BAY, OR PINE VALLEY R.F.P.D., OREGON LEGISLATIVE **ESTATES** PINEWOOD COUNTRY **ADMINISTRATION** SPECIAL ROAD DISTRICT. OREGON OUTBACK R.F.P.D., OR PIONEER DISTRICT IMPROVEMENT OREGON POINT, OR COMPANY, OR OREGON TRAIL LIBRARY DISTRICT, **RIVER** PISTOL **CEMETERY** OR MAINTENANCE DISTRICT, OR PISTOL OTTER ROCK WATER DISTRICT, OR RIVER FIRE DISTRICT, OR PLEASANT OWW UNIT #2 SANITARY DISTRICT, OR HILL R.F.P.D., OR PLEASANT HOME OWYHEE CEMETERY MAINTENANCE WATER DISTRICT, OR DISTRICT, OR POCAHONTAS MINING AND OWYHEE IRRIGATION DISTRICT, OR IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY POE VALLEY IMPROVEMENT AUTHORITY, OR DISTRICT, OR PACIFIC COMMUNITIES HEALTH POE VALLEY PARK & RECREATION DISTRICT, OR DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD POE VALLEY VECTOR CONTROL DISTRICT, OR DISTRICT, OR PALATINE HILL WATER DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR PALMER CREEK WATER DISTRICT POLK S.W.C.D., OR **IMPROVEMENT** COMPANY, OR POMPADOUR WATER IMPROVEMENT PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR DISTRICT, OR PONDEROSA PINES EAST SPECIAL PANTHER CREEK ROAD DISTRICT, OR PANTHER CREEK WATER DISTRICT,

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 **OUAIL VALLEY PARK IMPROVEMENT** DISTRICT, OR **QUEENER IRRIGATION IMPROVEMENT** DISTRICT, OR

RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR WATER DISTRICT, RALEIGH OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR WATER DISTRICT. RIETH 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, ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES,

R.F.P.D., SCIO OR OR SCOTTSBURG R.F.P.D., OR ROGUE VALLEY SEWER, OR ROGUE SEAL ROCK R.F.P.D., OR **VALLEY** TRANSPORTATION SEAL ROCK WATER DISTRICT, OR DISTRICT, OR SEWERAGE AND WATER BOARD OF ROSEBURG URBAN SANITARY NEW ORLEANS, LA AUTHORITY, OR SHANGRI-LA WATER DISTRICT, OR ROSEWOOD ESTATES ROAD SHASTA VIEW IRRIGATION DISTRICT, DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, SHELLEY ROAD CREST ACRES WATER OR DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT **SHERIDAN FIRE** DISTRICT, #3, OR SHERMAN COUNTY HEALTH DISTRICT, RURAL ROAD ASSESSMENT DISTRICT OR COUNTY S.W.C.D., SHERMAN SAINT LANDRY PARISH TOURIST SHORELINE SANITARY DISTRICT, OR **COMMISSION** SILETZ KEYS SANITARY DISTRICT, OR SAINT MARY PARISH REC DISTRICT 2 SILETZ R.F.P.D., OR SAINT MARY PARISH REC DISTRICT 3 SILVER FALLS LIBRARY DISTRICT, OR SAINT TAMMANY FIRE DISTRICT 4, LA SILVER LAKE IRRIGATION DISTRICT, **SALEM AREA MASS** TRANSIT OR DISTRICT, OR SILVER LAKE R.F.P.D., SALEM MASS TRANSIT DISTRICT SILVER SANDS SPECIAL ROAD **SUBURBAN** R.F.P.D., SALEM DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR SALMON RIVER PARK SPECIAL ROAD SISTERS PARKS & RECREATION DISTRICT, OR DISTRICT, OR **RIVER PARK** SALMON WATER SISTERS-CAMP SHERMAN R.F.P.D., OR **IMPROVEMENT** DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, SALMONBERRY **TRAIL** INTERGOVERNMENTAL AGENCY, OR SIUSLAW S.W.C.D., OR SANDPIPER VILLAGE SPECIAL ROAD SIUSLAW VALLEY FIRE AND RESCUE, DISTRICT, OR SANDY DRAINAGE IMPROVEMENT SIXES R.F.P.D., OR SKIPANON COMPANY, OR WATER CONTROL DISTRICT, SANDY R.F.P.D. #72, OR OR SANTA CLARA R.F.P.D., OR SKYLINE **VIEW DISTRICT** SANTA CLARA WATER DISTRICT, OR **IMPROVEMENT** COMPANY, SANTIAM WATER CONTROL DISTRICT, SLEEPY HOLLOW WATER DISTRICT, OR OR SAUVIE ISLAND DRAINAGE SMITH DITCH **DISTRICT IMPROVEMENT** COMPANY, **IMPROVEMENT** COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE SOUTH CLACKAMAS DISTRICT #30J, OR TRANSPORTATION DISTRICT, **SCAPPOOSE DRAINAGE** SOUTH COUNTY HEALTH DISTRICT, IMPROVEMENT COMPANY, OR OR SCAPPOOSE PUBLIC LIBRARY SOUTH FORK WATER BOARD, OR DISTRICT, OR SOUTH GILLIAM COUNTY CEMETERY SCAPPOOSE R.F.P.D., OR

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

**SUMMERVILLE CEMETERY** MAINTENANCE DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SUNRISE WATER AUTHORITY, **SERVICE** DISTRICT. SUNRIVER 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., 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 UMPOUA 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 COMMUNITY UNITY PARK RECREATION DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR OREGON IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VALLEY **VIEW CEMETERY** MAINTENANCE DISTRICT, 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 OR WALLOWA LAKE R.F.P.D., 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.. BAY **SANITARY** WINCHESTER 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 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, 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

BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH **SCHOOL** DISTRICT **SCHOOL** DISTRICT **CANBY** 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 SALLE N **CATHOLIC** HS **DESCHUTES COUNTY SCHOOL** DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT **SERVICE DUFUR SCHOOL DISTRICT NO.29 EAST** ROUGE PARISH BATON SCHOOL **DISTRICT** ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS 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. KLAMATH COUNTY SCHOOL DISTRICT FALLS CITY KLAMATH **SCHOOLS** LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C **PARISH** LIVINGSTON **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 SCHOOL **SEASIDE** 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 **DISTRICT SCHOOL** 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, 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** 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. 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 COLLEGE PREPARATORY MERIT ACADEMY, UT MILLARD SCHOOL DISTRICT, UT CHARTER SCHOOL, UT MOAB 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, PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, **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, THOMAS **EDISON** NORTH. UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT. UT TOOELE SCHOOL DISTRICT, TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT UINTAH RIVER HIGH. UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY **ACADEMY** 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 **GORGE COMMUNITY** COLUMBIA 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 **UNIVERSITY** TULANE TILLAMOOK **BAY** COMMUNITY COLLEGE UMPOUA 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

#### RFP 22-025 ATTACHMENT C

**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