

# REDACTED VERSION



**UNIVERSITY INSTRUCTORS**

RFP#25-2835-4JOK

Tutoring & Independent Instruction Services

**Presented to:**

Henrico County Public Schools  
c/o Oscar Knott, Purchasing Director  
8600 Staples Mill Road  
Henrico, Virginia 23273



## Cover Letter

Henrico County Public Schools  
8600 Staples Mill Road  
Henrico, VA  
23273

RE: RFP#25-2835-4JOK Tutoring & Independent Instruction Services

Dear Mr. Oscar Knott:

University Instructors LLC (UI) is pleased to submit this proposal to **Henrico County Public Schools** in response to **RFP#25-2835-4JOK** for **Tutoring and Independent Instruction Services**.



**UNIVERSITY INSTRUCTORS**

The UI story began in Richmond, Virginia, in January 1994 with a simple mission to help students develop their skills, attitudes, and visions to accomplish their dreams and aspirations. Fast-forward thirty-one years

and the UI narrative has evolved and experienced extraordinary growth through unwavering consistency and dedication to the company's vision, mission, and values. Under the leadership of the company's founder and president, who has spearheaded University Instructors LLC for more than three decades, UI now fosters collaboration with schools, school districts, and state education departments, rippling a profound and wide-reaching impact across educational, economic, and social dimensions.

### ✓ **Quality Capacity to Power Partner Visions & Strategy:**

UI's district and state partners have big ideas and bold visions – schools also have robust strategies and detailed plans to accomplish. UI's value is not bringing you another product to implement nor another boxed curriculum to manage -- rather UI specializes in adding quality capacity to bring *your district's* vision and strategy to life. UI's solutions strengthen a team of self-motivated educators who are well-prepared and regularly coached to ensure all students have dynamic instruction and crucial support to meet their learning goals.

### ✓ **People & Professionalism:**

UI envisions a world where schools, organizations and communities effectively partner to provide students with purposeful learning experiences led by inspirational educators. We understand that finding the right people, whom your schools and students can depend on, can be challenging. UI provides experienced, qualified Instructors who show up on time, every day, and are prepared to deliver effective instruction to students. We know when districts seek a partner, superlative turn-key services that are consistently delivered are the standards and we're committed to not only meeting but exceeding the mark. Principals rely on high-quality



people who are prepared to give their very best to the students in their buildings, and teachers need to be able to work collaboratively with experienced tutors who support the specific learning goals of their students in a timely manner. UI's recruiting, vetting, hiring, professional development, on-the-ground program management, instructional support, and personnel supervision are unparalleled. UI's program staff work cohesively to ensure high-quality. Instructors are trained and equipped with the latest industry and research-based best practices to effectively serve today's students.

✓ **Student Centered & Mission-Aligned:**

UI's mission is to help students develop skills, attitudes, and visions to accomplish their dreams. At UI we take that as seriously as you do. We hold ourselves accountable to the goals you set for our partnership and provide you with the information and data needed to thoroughly evaluate our impact – ensuring the greatest return on investment for precious district resources that are earmarked for UI services.

✓ **Improved Student Outcomes and Educational Equity:**

By focusing on student achievement through high-quality, purpose-driven instructional services, UI has documented expertise in closing learning gaps and raising academic performance. Research supports that K-12 students who receive targeted support, such as tutoring, intervention, or enrichment, are more likely to meet or exceed grade-level standards. UI's commitment to equity in service provision ensures that underserved or marginalized students also receive necessary support and resources, helping to level the playing field across socioeconomic and demographic groups.

✓ **Empowered Educators and Community Engagement:**

At UI, we believe that when educators are empowered through meaningful professional development and collaborative leadership, they become more effective mentors and motivators for their students. By engaging families and community organizations as active partners in the learning journey, we help create a rich, interconnected support system around each child—making education more relevant, inclusive, and impactful. A partnership with UI nurtures a shared commitment to student success, fostering civic pride, deeper community involvement, and a collective drive to solve challenges together.

✓ **Strengthened Local Economies Through Workforce Development:**

UI's commitment to building talent pipelines locally means identifying, nurturing, and developing future educational professionals within the community. UI's temp-to-hire and licensure programs create a self-sustaining growth cycle whereby individuals interested in embarking on a new career are supported throughout the process as they develop new skills and knowledge to join the local workforce in elevated positions and rewarding careers. This investment in human capital stimulates local economies, reduces unemployment, and builds long-term economic resilience.

✓ **Locally Grounded with National Insights:**

Founded and headquartered in Virginia, UI has been dedicated to supporting educators committed to student success for over 31 years. From its origins as a tutoring service in central



Virginia, UI has developed deep local expertise, uniquely positioning the company to partner effectively with both Virginia school districts and others nationwide. UI's instructional solutions are crafted and led by experienced educators from superintendents to instructional specialists. While rooted in Virginia, UI also draws insights from the national education sector to drive innovation and ensure the company's solutions reflect the latest evidence-based practices, giving school districts the best of both worlds: local expertise and national research-backed strategies.

✓ **Scalable Social Impact and Innovation in Education:**

With a mission-driven approach, UI has become a model of educational innovation, introducing new instructional models, technology tools, and comprehensive solutions across school districts. Schools that partner with organizations delivering high-quality support tend to experience improvements in performance and reputation. By demonstrating success at the intersection of public and private collaboration, parents and community members are more likely to trust and support schools that are visibly investing in student success. Over time, this leads to higher enrollment, increased funding, and stronger school-community ties.

✓ **Pragmatic Problem-Solving Partners:**

UI has deep instructional and human capital expertise, both of which must work together to provide improved learning outcomes for students. Experience has dictated that UI solutions must include functional expertise and a pragmatic understanding of state and federal requirements (standards, credentialing, special education compliance). UI brings creative solutions, with the ability to customize specific district and school needs while also guaranteeing they meet both local and national requirements. As a company, UI is responsive and adaptive, and our district partner satisfaction is unparalleled.

UI would welcome the opportunity to continue the collaborative partnership we've established with Henrico County Public Schools over the last twelve years. We also see the tremendous value in consciously joining GovMVMt in their mission to create the nation's most credible, ethical, and public agency-focused cooperative purchasing program. We appreciate your consideration of UI's extensive range of K-12 tutoring, instruction services, and related education supports.

Yours in Education,

Jim Popp  
President, University Instructors LLC  
(804) 665-2176  
[jpoppp@universityinstructors.com](mailto:jpoppp@universityinstructors.com)





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# SECTION I

## Introduction & Signed Forms

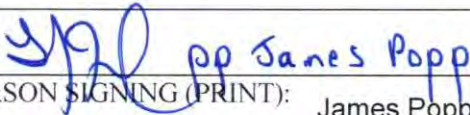
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### ATTACHMENT A – Proposal Signature Sheet

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 25-2835-4JOK – Tutoring and Independent Instruction Services and Other Related Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
University Instructors LLC
ADDRESS:
4101 Cox Road Suite 200-24 Glen Allen, Virginia 23060
FEDERAL ID NO: 99-4820330
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): James Popp
TITLE: President
TELEPHONE: (804) 665-2176
FAX: (800) 276-0305
EMAIL ADDRESS: jpopp@universityinstructors.com
DATE: June 2, 2025
(if applicable) VIRGINIA CONTRACTOR’S REGISTRATION NUMBER:
CLASS: Not Applicable (N/A)

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>UI Holdings LLC</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>University Instructors LLC</b>		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>P O Box 3074</b>		Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Staunton, VA 24402</b>		
	<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
9	9	-	4	8	2	0	3	3	0

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>January 24, 2025</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Public Consulting Group LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>148 State Street, 10th Floor</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Boston, MA 02109</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
0	4		-	2	9	4	2	9	1 3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>04/07/2025</b>
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**General Instructions**

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Learners Edge, LLC

2 Business name/disregarded entity name, if different from above

K12 Coalition

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2805 Dodd Road, Suite 200

6 City, state, and ZIP code

Eagan, MN 55121

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

7 3 - 1 6 2 9 6 4 6

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ► Adam Hall  
Adam Hall (May 23, 2024 10:57 EDT)

Date ► **May 23, 2024**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Educational Testing Service</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>1</b> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <b>A</b>  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>660 ROSEDALE ROAD</b> <b>6</b> City, state, and ZIP code <b>PRINCETON, NJ 08541</b> <b>7</b> List account number(s) here (optional)	Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-			-			
<b>or</b>									
<b>Employer identification number</b>									
2	1	-	0	6	3	4	4	7	9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>12/18/2024</b>
------------------	---	---------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## ATTACHMENT B – Business Category Classification Form

Company Legal Name: University Instructors LLC

This form completed by: Signature: James Popp Title: President

Date: June 2, 2025

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_ NUMBER

\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

## ATTACHMENT C – Virginia State Corporation Commission Registration Information

### The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:

11393734 -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐



**ATTACHMENT D – Proprietary/Confidential Information Identification**

NAME OF OFFEROR: University Instructors LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Section I - Introduction & Signed Forms	.pdf 42 & 43	Confidential Financial Information
Section IV - Experience, Qualifications & Resumes	.pdf 171 - 202	Confidential Financial Information (removed in REDACTED version)

## **ATTACHMENT E – County of Henrico Insurance Specifications**

**The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.**

### **Please be sure and review the Additional Requirements Section**

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than “A-” with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

### **Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

### **Commercial General Liability**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability

### **Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

### **Umbrella Liability**

\$2,000,000 Per Occurrence and in the aggregate

## Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- ☒ **Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**  
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- ☐ **Cyber Liability - \$2,000,000 Per Occurrence**  
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- ☒ **Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**  
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- ☐ **Pollution Liability - \$1,000,000 Per Occurrence**  
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, mold and Fuels.
- ☐ **Explosion, Collapse & Underground Coverage (XCU)**  
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- ☐ **Builders Risk Coverage**  
Required if the scope of work involves the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, the County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- ☐ **Other as Specified Below**  
\_\_\_\_\_

**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** The Certificate Holder Box shall read as follows:  
*County of Henrico*  
*Risk Management*  
*PO Box 90775*  
*Henrico, VA 23273*



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

04/25/2025

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com <b>FAX (A/C, No):</b> 1-888-467-2378																					
<b>INSURED</b> University Instructors LLC PO BOX 3074, Staunton, VA 24402	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B:</td><td>Westfield Specialty Insurance Company</td><td>16992</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:	Westfield Specialty Insurance Company	16992	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W38747631**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y	Y	3608-02-42	12/11/2024	12/11/2025	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included EBL AGGREGATE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y	7364-76-20	12/11/2024	12/11/2025	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	5672-59-94	12/11/2024	12/11/2025	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	7183-76-94	12/11/2024	12/11/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Tech E&O			PCE-458260G-00	12/11/2024	12/11/2025	Each Claim/Aggregate: \$5,000,000
	Professional Liability						Each Claim/Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 03/26/2025 WITH ID: W38248072.

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability & Umbrella/Excess Liability. General Liability, Auto Liability & Umbrella/Excess Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability &

**CERTIFICATE HOLDER****CANCELLATION**

County of Henrico Risk Management PO Box 90775 Henrico, VA 23273	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Patricia A. Fry</i>
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ACORD 25 (2016/03)

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SR ID: 27658697

BATCH: 3938038

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED University Instructors LLC PO BOX 3074, Staunton, VA 24402	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella/Excess Liability.

Additional Insured: The County of Henrico.

Umbrella/ Excess Follows Form.

## ATTACHMENT F – Direct Contact with Students

Name of Offeror: University Instructors LLC

Pursuant to Va. Code § 22.1-296.1(E), as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E).

Va. Code § 22.1-296.1(E), shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

For purposes of this certification, “services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

The contractor is responsible for affirming certification information for his subcontractors.

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

**As part of this submission, the contractor certifies the following:**

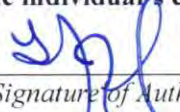
- ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;**

And (select one of the following)

- ☒ None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.

or

- ☐ One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).

 pp. James Popp  
\_\_\_\_\_  
*Signature of Authorized Representative*

James Popp

\_\_\_\_\_  
*Printed Name of Authorized Representative*

University Instructors LLC

\_\_\_\_\_  
*Printed Name of Vendor  
(if different than Representative)*





**ATTACHMENT G – Sample Contract**  
**Non-Professional Services Contract**  
**Contract No. [#]**

This Non-Professional Services Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia or County School Board of Henrico County, Virginia] ([the “County” or “HCPS”]).

**WHEREAS** [the County or HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

**WITNESSETH** that the Contractor and [the County or HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to [the County or HCPS] as set forth in the Contract Documents.

**COMPENSATION:** The compensation [the County or HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

**CONTRACT TERM:** The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County or HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County or HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional or Professional] Services Contract between [the County or HCPS] and Contractor.
2. The Negotiated Modifications (Exhibit [letter]).
3. The Special Contract Provisions included in the Request for Proposals.
4. The General Contract Terms and Conditions included in the Request for Proposals.
5. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
6. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia or County School Board of Henrico County, Virginia]

[P.O. Box 90775 or 406 Dabbs House Road]

[Henrico, VA 23273-0775 or 23223]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
[Purchasing Director or County Manager or Superintendent]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

## ATTACHMENT H – License Agreement Addendum

### LICENSE AGREEMENT ADDENDUM

The [County of Henrico, Virginia or County School Board of Henrico County, Virginia] (“**County**”) and [Licensor’s legal name], a [state] [corporation, limited liability company, etc.] (“**Licensor**”), are entering into [title of wrap around contract] (“**Agreement**”). Licensor has requested that its [title of Licensor's End User License Agreement, Terms of Service, or similar document] (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

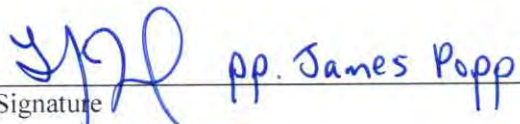
For good and valuable consideration, the parties agree as follows:

1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
  - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
  - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
  - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
  - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
  - E. Requiring the County to maintain insurance for Licensor’s benefit;
  - F. Granting Licensor a security interest in any property of the County;
  - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County’s officers, agents, and employees;
  - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
  - I. Restricting or prohibiting the County’s selection and approval of counsel or approval of any settlement;
  - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
  - K. Obligating the County to pay costs of collection or attorney’s fees;
  - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
  - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
  - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
  - O. Limiting the liability of Licensor for property damage, death, or personal injury;
  - P. Capping the County’s damages or excluding types of damages available to the County;
  - Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
  - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
  - S. Requiring that the County waive any immunity to which it is lawfully entitled;

- T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
  - U. Obligating the County beyond approved and appropriated funding;
  - V. Permitting Licensor to unilaterally modify the Contract;
  - W. Having the Contract supersede agreements negotiated by the parties;
  - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
  - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
  - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
  - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance; or
  - BB. Requiring the County to notify Licensor when making disclosures permitted or required under the Virginia Freedom of Information Act.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
  3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
  4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
  5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.
  6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
  7. This LAA and the Agreement shall take effect simultaneously.
  8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

University Instructors LLC

[Licensor's legal name]

  
Signature

James Popp, President

Printed Name and Title

June 2, 2025

Date

[County of Henrico, Virginia or County School  
Board of Henrico County, Virginia]

Signature

Purchasing Director

Date

APPROVED AS TO FORM

Assistant County Attorney

ATTACHMENT I – GovMVMt Documents



SOLICITATION  
BY  
HENRICO COUNTY PUBLIC SCHOOLS  
COUNTY OF HENRICO, VIRGINIA



REQUEST FOR PROPOSALS # 25-2835-4JOK

TUTORING AND INDEPENDENT INSTRUCTION SERVICES AND  
OTHER RELATED SERVICES

-----

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

GOVMVMT PURCHASING COOPERATIVE

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Exhibit F – Federal Funds Contract Provisions

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Exhibit H – New Jersey Business Compliance

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## **Section 1 – Representations and Covenants**

### **1. Commitments**

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

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

### **2. 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.

### **3. Value Commitment**

- (i) Supplier represents to GovMVMT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
  - C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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

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

- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
- B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative consideration.

#### **4. Differentiator Commitment**

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

Supplier can accomplish this by highlighting such facts as:

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

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

#### **5. Sales and Marketing Commitment**

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

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

pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

A. A dedicated GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:

1. GovMVMT standard logo with Founding Sponsor logos;
2. Copy of original procurement solicitation, including all addenda;
3. Copy of Master Agreement including all amendments;
4. Summary of Products and Services pricing;
5. Electronic link to GovMVMT's online registration page;
6. Other promotional material as requested by GovMVMT;
7. A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
8. A dedicated email address for general inquiries in the following format:  
GovMVMT@(suppliername).com.

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

(vi) Supplier's Performance Review: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as

contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**EXHIBIT A**  
**QUESTIONNAIRE FOR NATIONAL CONSIDERATION**


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

- i. 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 ☐
- ii. 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.)
- iii. 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.)
- iv. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?  
Yes ☒ No ☐
- v. 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 ☐
- vi. Does your company have the ability to provide electronic and ecommerce ordering and billing?  
Yes ☒ No ☐
- vii. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?  
Yes ☒ No ☐
- viii. Check which applies for your company sales last year in the United States:  
☐ Sales between \$0 - \$25 Million  
☐ Sales greater than \$25 Million to \$50 Million  
☐ Sales greater than \$50 Million to \$100 Million  
☒ Sales greater than \$100 Million
- 

Submitted by:

James Popp

(Printed Name)

 pp. James Popp  
(Signature)

President

(Title)

June 2, 2025

(Date)

## **GovMVMT ADMINISTRATION AGREEMENT**

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Tutoring and Independent Instruction Services and Other Related Services (the “Contract”) between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

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



## **Exhibit B Supplier Response**

### **A. National Commitments**

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

UI's Response: Offeror has carefully reviewed, understands, and accepts the Supplier Representation and Covenants in Section 1 of this attachment.

### **B. Company**

1. Provide a brief history and description of the supplier, including supplier's experience in providing similar products and services.

UI's Response: UI is a national instructional firm that is uniquely positioned as one of the largest in person supplemental and independent instructional partners for K-12 district partners. Our support and resources are developed through the lens of our instructional teams who have over 500 years of K-12 experience to ensure that our programs are aligned to our district partner strategic plans and academic strategies. In addition to 30+ years of instructional partnerships, UI has developed proprietary instructional processes, resources, and exclusive partnerships to deliver, and support the high-quality instructional supports like supplemental small group tutoring and lead instructional positions that promote the highest student outcomes possible.

UI has established itself as a national expert in education, delivering a wide range of services to state education agencies, school districts, and other public education institutions across the country. UI services support educational improvement through:

#### **Tutoring and Learning Acceleration Programs**

- Implementing evidence-based tutoring services and academic support tailored to meet the needs of students from underserved communities.

#### **Licensure and Certification Services**

- Supporting alternative and traditional licensure pathways through innovative platforms, advising, and program management.

#### **Instructional Design and Curriculum Development**

- Creating standards-aligned content and custom instructional materials that support diverse learners and teacher development.

#### **Professional Development and Coaching**

- Delivering scalable, high-impact training and coaching for educators, school leaders, and district staff through virtual and in-person models.





## Data-Driven Program Management

- Helping education clients improve outcomes through technology-enabled tracking, reporting, and decision-making tools.

UI and its collaborative partners have partnered with educational institutions in all 50 states, including large urban school districts, state departments of education, and regional service centers. Our scalable infrastructure, combined with subject-matter expertise, allows us to successfully deliver federally funded programs, and state-specific initiatives.

UI is widely recognized for its ability to design and execute education services that are compliant, equitable, and impactful, making UI a trusted partner to public agencies seeking to enhance student achievement, educator support, and operational efficiency.

- Provide the total number and locations of salespersons employed by your company in the United States.

									<b>VA</b>	<b>8</b>
<b>AL</b>	1	<b>HI</b>	0	<b>MA</b>	3	<b>NM</b>	2	<b>SD</b>	1	
<b>AK</b>	1	<b>ID</b>	1	<b>MI</b>	1	<b>NY</b>	2	<b>TN</b>	1	
<b>AZ</b>	2	<b>IL</b>	2	<b>MN</b>	1	<b>NC</b>	4	<b>TX</b>	3	
<b>AR</b>	1	<b>IN</b>	1	<b>MS</b>	1	<b>ND</b>	1	<b>UT</b>	1	
<b>CA</b>	3	<b>IA</b>	1	<b>MO</b>	1	<b>OH</b>	1	<b>VT</b>	1	
<b>CO</b>	2	<b>KS</b>	1	<b>MT</b>	1	<b>OK</b>	1	<b>WA</b>	1	
<b>CT</b>	1	<b>KY</b>	2	<b>NE</b>	1	<b>OR</b>	1	<b>WV</b>	1	
<b>DE</b>	1	<b>LA</b>	1	<b>NV</b>	1	<b>PA</b>	1	<b>WI</b>	1	
<b>FL</b>	2	<b>ME</b>	1	<b>NH</b>	1	<b>RI</b>	1	<b>WY</b>	1	
<b>GA</b>	4	<b>MD</b>	2	<b>NJ</b>	1	<b>SC</b>	2	<b>DC</b>	2	
									<b>TOTAL</b>	<b>79</b>

UI's in-house sales team operates in select states; however, through strategic partnerships with UI's exclusive partners, we are equipped to provide comprehensive coverage and support across all 50 states.

- Please provide a narrative of how these salespeople 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 are awarded the contract.

UI's Response: UI currently operates a national sales team that is regionally distributed to ensure comprehensive geographic coverage. Each salesperson is trained extensively on UI's full suite of educational solutions, including independent instruction, academic support for students, professional development, data analytic services, Special Education services, curriculum, digital platforms, and enrichment programs for K-12 students. These individuals are not only responsible for direct sales but also for relationship-building and strategic outreach within their assigned territories.



Currently, UI's team utilizes a combination of CRM tools, data analytics, and lead generation strategies to identify and engage with potential agency clients. We prioritize high-impact communication channels—email marketing, virtual and in-person meetings, educational conferences, and regional workshops—to showcase our offerings and understand client needs.

4. Provide the number and location of support centers.

UI's Response: UI operates with a fully remote support model, which allows us to deliver responsive, nationwide collaboration without the limitations of fixed-location centers. While we do not maintain traditional brick-and-mortar support centers, UI's distributed team is strategically located across multiple time zones throughout the United States. This remote structure enables us to provide comprehensive coverage and real-time support to agency partners regardless of their location.

UI's remote staff includes experts in customer service, technical support, implementation, and account management. Each team member is equipped with secure communication tools, CRM access, and knowledge bases to ensure seamless collaboration and resolution of client needs. The flexibility of our remote model allows us to scale support quickly and efficiently address issues as they arise.

If awarded the contract, UI will assign dedicated account representatives and support specialists to each collaborating agency, ensuring personalized service, continuity, and accountability—hallmarks of our customer-centric approach.

5. Provide company annual sales for the three previous fiscal years in the United State. Sales reporting should be segmented into the following categories:

Supplier Annual Sales in the United States for 2022, 2023, and 2024			
SEGMENT	2022-2023 Sales	2023-2024 Sales	2024-2025 Sales
Cities	~ █	~ █	~ █
Counties	~ █	~ █	~ █
K-12 (Public/Private)	> █	> █	> █
Higher Education	< █	< █	< █
States	< █	< █	< █
Other Public Sector & Nonprofits	█ █	█ █	█ █
Federal	█ █	█ █	█ █
Private Sector	█ █	█ █	█ █
<b>Total Supplier Sales</b>	<b>\$ █ █ █</b>	<b>\$ █ █ █</b>	<b>\$ █ █ █</b>

UI's Response: Information above estimated based on contracted value for UI fiscal years (July 1- June 30). UI estimates for City / County based on number of contracts annually.



- 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 2022, 2023, and 2024			
SEGMENT	2022-2023 Sales	2023-2024 Sales	2024-2025 Sales
Cities	~ [REDACTED]	~ [REDACTED]	~ [REDACTED]
Counties	~ [REDACTED]	~ [REDACTED]	~ [REDACTED]
K-12 (Public/Private)	> [REDACTED]	> [REDACTED]	> [REDACTED]
Higher Education	< [REDACTED]	< [REDACTED]	< [REDACTED]
States	< [REDACTED]	< [REDACTED]	< [REDACTED]
Other Public Sector & Nonprofits	[REDACTED]	[REDACTED]	[REDACTED]
Federal	[REDACTED]	[REDACTED]	[REDACTED]
Private Sector	[REDACTED]	[REDACTED]	[REDACTED]
<b>Total Supplier Sales</b>	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

UI's Response: Information above estimated based on contracted value for UI fiscal years (July 1- June 30)

All UI services are contemplated in this response which makes this chart identical to question #5.

6. Provide a list of your company's ten largest public agency customers, including contact information.

Reference 1	
Client Name:	Rhode Island Department of Education
Address:	255 Westminster Street   Providence, RI   02903
Services Provided:	Praxis Exams
Date(s) of Services:	January 2023 - present
Contact Name/Title:	Julia Mann, Education Specialist
Phone No.:	401-222-8806
Email Address:	<a href="mailto:julia.mann@ride.ri.gov">julia.mann@ride.ri.gov</a>

Reference 2	
Client Name:	Massachusetts Department of Education
Address:	135 Santilli Highway   Everett, MA   02149
Services Provided:	MTEL Licensure Preparation
Date(s) of Services:	January 2019 - present
Contact Name/Title:	Claire Smithney, Educator Effectiveness Coordinator
Phone No.:	781-338-3213
Email Address:	<a href="mailto:claire.smithney@mass.gov">claire.smithney@mass.gov</a>



Reference 3	
Client Name:	University of Florida - Lastinger Center
Address:	618 SW 11 <sup>th</sup> Street Suite 0711   Gainesville, FL   32601
Services Provided:	State-Wide Tutoring Advantage Program
Date(s) of Services:	November 2024 - present
Contact Name/Title:	Dr. Lee Delaino, Operations Manager, Florida Tutoring Advantage
Phone No.:	352-395-5387
Email Address:	<a href="mailto:leedelaino@coe.ufl.edu">leedelaino@coe.ufl.edu</a>

Reference 4	
Client Name:	Duval County Public Schools
Address:	1701 Prudential Drive   Jacksonville, FL   32207
Services Provided:	InstructED™
Date(s) of Services:	May 2024 - Present
Contact Name/Title:	Michael Ramirez, Chief of Staff
Phone No.:	904-390-2115
Email Address:	<a href="mailto:ramirezMJ@duvalschools.org">ramirezMJ@duvalschools.org</a>

Reference 5	
Client Name:	Denver Public Schools
Address:	1860 Lincoln Street   Denver, CO   80203
Services Provided:	Early Literacy (K-4) Tutoring
Date(s) of Services:	October 2022 - 2024
Contact Name/Title:	Bridgett Bird, Director - Growth & Performance
Phone No.:	720-423-3200
Email Address:	<a href="mailto:bridgett_bird@dpsk12.net">bridgett_bird@dpsk12.net</a>

Reference 6	
Client Name:	Loudoun County Public Schools
Address:	21000 Education Court   Ashburn, VA   20148
Services Provided:	Instructors to lead identified SPED classrooms/programs
Date(s) of Services:	April 2012 - Present
Contact Name/Title:	Ashley Ellis, CAO
Phone No.:	571-252-1081
Email Address:	<a href="mailto:Ashley.Ellis@lcps.org">Ashley.Ellis@lcps.org</a>

Reference 7	
Client Name:	Virginia Beach Public Schools
Address:	2512 George Mason Drive   P.O. Box 6038   Virginia Beach, VA   23456
Services Provided:	Inclusion Instructional Assistants
Date(s) of Services:	January 2015 - Present
Contact Name/Title:	Cheryl Woodhouse, Chief of Staff
Phone No.:	757-263-1007
Email Address:	<a href="mailto:Cheryl.Woodhouse@VBSchools.com">Cheryl.Woodhouse@VBSchools.com</a>



Reference 8	
Client Name:	Cobb County School District
Address:	514 Glover Street   Marietta, GA   30060
Services Provided:	District-Wide K-12 Tutoring Services
Date(s) of Services:	October 2021 - April 2024
Contact Name/Title:	Kelly Metcalfe, Assistant Superintendent Teaching & Learning
Phone No.:	770-426-3323
Email Address:	<a href="mailto:kelly.metcalfe@cobbk12.org">kelly.metcalfe@cobbk12.org</a>

Reference 9	
Client Name:	Vallejo City Unified School District
Address:	665 Walnut Ave   Vallejo, CA   94592
Services Provided:	Teacher Test Prep
Date(s) of Services:	Aug 2016 - Present
Contact Name/Title:	Hattie Kogami, Director of HR
Phone No.:	(707) 556-8921 ext. 50027
Email Address:	<a href="mailto:hkogami@vcusd.org">hkogami@vcusd.org</a>

Reference 10	
Client Name:	Alabama State University
Address:	915 S. Jackson Street   Montgomery, AL   36104
Services Provided:	Elementary Pearson/Praxis Prep Program
Date(s) of Services:	October 2023 - Present
Contact Name/Title:	Danny Owes, Professor - Curriculum & Instruction
Phone No.:	334-604-8395
Email Address:	<a href="mailto:dowes@alasu.edu">dowes@alasu.edu</a>

Reference 11	
Client Name:	Kyrene School District
Address:	8700 S Kyrene Rd   Tempe, AZ   85284
Services Provided:	Special Education Paraprofessional and Teacher Pathway Services
Date(s) of Services:	Oct 2024 - Present
Contact Name/Title:	Dr. Tzipi Turner, Director of Exceptional Student Services
Phone No.:	(480) 541-1177
Email Address:	<a href="mailto:tturner@kyrene.org">tturner@kyrene.org</a>

Reference 12	
Client Name:	Portsmouth Public Schools
Address:	801 Crawford Street   Portsmouth, VA   23704
Services Provided:	InstructED Independent and TutorED Strategic Small Group
Date(s) of Services:	August 2001 - Present
Contact Name/Title:	Dr. Nicole DeVries, Chief Academic Officer
Phone No.:	757-393-8751
Email Address:	<a href="mailto:nicole.devries@portsk12.com">nicole.devries@portsk12.com</a>



Reference 13	
Client Name:	Norfolk Public Schools
Address:	800 E. City Hall Avenue   Norfolk, VA   23510
Services Provided:	Core Tier I Instruction Support
Date(s) of Services:	January 2022 - present
Contact Name/Title:	Dr. James Pohl, Chief Academic Officer
Phone No.:	757-628-3989
Email Address:	<a href="mailto:jpohl@nps.k12.va.us">jpohl@nps.k12.va.us</a>

Reference 14	
Client Name:	Atlanta Public Schools
Address:	130 Trinity Avenue SW   Atlanta, GA   30303
Services Provided:	Praxis Teaching Reading Exams
Date(s) of Services:	January 2018 - present
Contact Name/Title:	Nikki Stroud, Director of Career Development
Phone No.:	404-802-2353
Email Address:	<a href="mailto:nstroud@atlanta.k12.ga.us">nstroud@atlanta.k12.ga.us</a>

7. Describe any green or environmental initiatives or policies.

UI's Response: UI promotes and encourages remote working and as such several green or environmental initiatives/ outcomes have emerged as either intentional policies or natural byproducts of reduced in-office activity.

- Reduced carbon emissions from not commuting to work
- Lower office energy consumption
- Digital documentation and paper reduction
- Providing employees with energy-efficient laptops reduces energy consumption across home offices
- UI encourages localized green improvements that scale with a sizable remote workforce
- Less in-office presence leads to fewer single-use items (e.g., plastic cups and cutlery, disposable paper goods, etc.)

8. 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.

UI's Response: UI is deeply committed to advancing diversity and collaboration with SBE across all aspects of our work. We recognize that meaningful impact requires a multi-faceted approach and a diverse set of perspectives. To that end, we have established a master agreement framework that enables us to partner with a broad, diverse network of



organizations. This collaborative model allows us to offer a comprehensive and customizable suite of services to our clients—K-12 districts, higher education institutions, and public agencies—across the country.

9. Indicate if supplier holds any of the certification below in any classified areas and include proof of such certification in your response.

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

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

UI's Response: UI has not adopted an Affirmative Action Policy but is willing to do so. UI has adopted an Equal Opportunity and Anti-Discrimination Policy, which emphasizes our committed to ensuring that all decisions regarding recruitment, hiring, training, promotion, compensation, benefits, transfers, layoffs, company-sponsored training, education, and social and recreational programs are administered without regard to race, color, religious creed, sex, gender, marital status, age, sexual orientation, gender identity, national or ethnic origin, citizenship status, military service, disability or disabling conditions, or any other protected status. UI posts in conspicuous places, available to current employees and applicants for employment, notices setting forth the provisions of this policy.

### C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from the point of customer contact through delivery and billing.

UI's Response: UI has a streamlined and customer-focused order processing system designed to ensure accuracy, efficiency, and high-quality experience from initial inquiry to final delivery and billing. Below is an overview of our typical procedure:

- Customer Contact and Needs Assessment
- Quoting and Scope of Work Confirmation
- Internal Logistics
- Fulfillment and Delivery
- Implementation and Support
- Invoicing and Billing



2. In what formats do you accept orders (telephone, ecommerce, etc.?)

UI's Response: Given the nature of our human capital, project management, and instructional based services, UI has adopted a disciplined and thorough procurement approach. UI's Educational Consultants meet with prospective partners to learn their needs and propose a detailed Scope of Work, ultimately leading to a formal purchase order. For select Teacher Test Prep offerings, individual customers can purchase course access through ecommerce.

3. Please describe your single system or platform for all phases of ordering, processing, delivery, and billing.

UI's Response: UI utilizes compatible and integrated platforms that manage the entire lifecycle with partner engagements seamlessly – from initial conversations through final delivery and billing. These cloud-based systems ensure efficiency, accuracy, and internal transparency at every step.

4. Please state your normal payment terms and any quick-pay incentives available to participating public agencies.

UI's Response: UI's standard payment terms are Net 30 days from the date of the invoice. Invoices are issued upon delivery of products or the completion of services, unless otherwise specified in the agreement.

Please note that UI does not offer quick-pay or early payment discounts. Our pricing is structured to be competitive and equitable for all customers, regardless of payment timing.

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

UI's Response: UI will accept procurement cards (P-Cards) and ACH (Automated Clearing House) payments for all services provided under this agreement. These payment methods are supported through our ordering and billing systems to ensure flexibility and convenience for participating public agencies.

There are no additional fees or restrictions associated with these payment options.

6. Describe how your company proposes to distribute the products and services nationwide.

UI's Response: UI's tutoring and instructional services are designed for equitable, flexible, and high-impact delivery across the entire United States. Through a combination of qualified instructors from across the country, proven instructional frameworks, and virtual platforms, we ensure K-12 students everywhere receive consistent and effective academic support. Additionally, UI will partner with GOVMVMT to focus on the most accessible markets and





geographic areas that support the highest opportunity of needs for these services in this agreement. UI has access to tools and resources to help identify needs, and revenue sources to help focus where the needs are for the best opportunity to provide services in specific markets/areas.

7. Identify all other companies that will be involved in the processing, handling or shipping of the products and services to the end user.

UI's Response: UI manages 100% of the processing, handling, and service delivery internally, without outsourcing or reliance on third-party vendors. This fully integrated approach ensures quality, accountability, and consistency from initial order through final delivery.

8. Describe how participating public agencies are assured 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.

UI's Response: UI is committed to full transparency and compliance with Master Agreement pricing for all participating public agencies, regardless of how they engage with our products or services. To ensure consistency and trust, we have the following safeguards and processes in place:

- Centralized Pricing Control: Master Agreement pricing is centrally managed in our ERP and CRM systems to ensure that all pricing - whether through direct sales, continued partnerships, or referrals adheres to contract terms.
- Price Verification and Audit Support: UI proactively supports agencies in verifying that Master Agreement pricing has been applied by offering detailed quotes and invoices that reference the Master Agreement number and itemized contract pricing.

UI agrees to cooperate fully with audits conducted by the lead agency or cooperative purchasing entity, providing requested documentation to demonstrate UI's contract adherence.

9. Provide the number, size, and location of your company's distribution facilities, warehouse, and retail network, as applicable.

UI's Response: UI is a fully remote-based organization, with all staff working virtually across the United States. As a service provider focused on educational solutions, we do not maintain physical distribution centers, warehouses, or retail storefronts.

Instead, UI's delivery model is built on:



- Cloud-based platforms for service provisioning and client engagement
- A national network of remote professionals delivering support, instruction, and consulting services
- Digital fulfillment processes for licensing, access, and communication

This virtual infrastructure allows us to operate efficiently, scale services nationally, and ensure consistent quality—without the need for traditional physical distribution channels.

10. Describe your ability to provide customized reports (i.e., commodity histories, purchase histories by department, etc.) for each participating public agency.

UI's Response: UI has a stand-alone data and reporting division to uniquely meet the needs and expectations of all our K-12 partners for their compliance and student outcomes reporting. Additionally, UI has a finance and accounting back office to create unique invoices and track billable hours per location and product in calendarized reports to ensure transparency. UI can accommodate a multitude of reporting options to ensure district, board and partner reports are available. Part of the implementation protocol with all district partners as well as GOVMVMT will be to identify all reporting KPI's and SLA's for partnerships.

11. Describe your company's ecommerce capabilities.
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - Provide details on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jagger, etc.) Please include some details about the resources you have in place to support these integrations.

UI's Response: UI has the technical capability and operational flexibility to integrate seamlessly with a wide range of public agency ERP and purchasing systems, including Oracle, SAP, PeopleSoft, and others. We understand that integration with an LEA or SEA's procurement environment is essential for contract compliance, streamlined ordering, and accurate financial tracking. Currently, UI uses Workday, a leading cloud-based enterprise resource planning system.

#### **D. Sales & 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.



UI's Response: **90-Day Internal Implementation Plan**

(Effective from Award Date of Master Agreement)

This plan details the internal rollout strategy to position the GovMVMt Master Agreement as the supplier's primary go-to-market contract vehicle for public agency engagement across the nation. The approach prioritizes executive alignment, sales force enablement, and nationwide consistency in messaging and execution.

**Days 1-10: Executive Alignment & Organizational Rollout**

**a. Executive Leadership Endorsement**

- Within the first 10 days of the award, the supplier's executive leadership team will formally endorse the Master Agreement as the preferred contracting vehicle for all public agency engagements.
- Internal announcement to all staff from the CEO or Chief Sales Officer outlining:
  - Strategic value of the agreement
  - Its role in public sector growth
  - Commitment to GovMVMt partnership
- Executive leaders will incorporate this messaging into ongoing leadership meetings and sales huddles to ensure top-down visibility and buy-in.

**Internal Communications & Awareness**

- Launch internal campaign to introduce the agreement, including:
  - Company-wide email from leadership
  - Internal FAQ and go-to-market brief
  - Video message or recorded town hall explaining value proposition

**Days 11-30: Training Design & Resource Development**

**b. Training Content Creation**

- Collaborate with GovMVMt to co-develop and approve training materials tailored to the supplier's national sales structure.
- Develop a comprehensive training kit including:
  - Slide deck: Overview of the Master Agreement, eligibility, usage process
  - Quick-reference guide for sales representatives
  - Objection handling guide and value proposition messaging
  - Interactive FAQ and knowledge check



### **Dedicated Sales Enablement Portal**

- Launch a dedicated intranet or LMS (Learning Management System) page for internal teams, including:
  - On-demand training resources
  - Key contract documents
  - Marketing collateral and sales scripts
  - Contact information for internal support

### **Days 31-60: National Training Deployment**

#### **Instructor-Led & On-Demand Training**

- Facilitate live virtual and in-person training sessions led by:
  - Executive leadership
  - Regional sales directors
  - Representatives from the GovMVMt team
- Segment training by region and sales verticals (e.g., K-12, higher education, state & local government)

#### **Sales Certification**

- Require completion of training for all relevant personnel within 60 days.
- Certification or acknowledgment to ensure understanding of:
  - How to position the Master Agreement
  - Benefits and differentiators
  - Contract compliance and eligibility

### **Days 61-90: Field Integration & Sales Activation**

#### **Sales Execution Rollout**

- Launch coordinated outreach campaigns by sales teams using the Master Agreement.
- Equip teams with:
  - Customizable pitch decks
  - Case studies or testimonial content
  - Pre-approved email templates for client engagement

#### **Performance Monitoring**

- Establish KPIs to track adoption and utilization by sales teams:
  - Number of agency engagements initiated using the contract



- Number of deals closed under the agreement
- Regional performance benchmarks

### **Feedback & Optimization**

- Conduct pulse surveys with sales teams to identify areas for refinement.
- Host internal roundtables or feedback sessions to gather insights and adjust resources or messaging as needed.

### **Ongoing Commitment**

- Monthly executive check-ins to reinforce importance of the agreement and review performance.
  - Quarterly refresh of training and marketing assets as needed.
  - Continued collaboration with GovMVMT to evolve messaging, address feedback, and align on opportunities.
2. Provide a detailed go-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 publication.
  - b. Announcement, Master Agreement details and contract 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 suppliers 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.

## **Go-To-Market Plan Overview: University Instructors (UI) & GOVMVMT Partnership**

### **EXECUTIVE SUMMARY**

**Strategy:** Use GOVMVMT's contract vehicle as University Instructors (UI)'s primary contract vehicle in UI marketing and district sales opportunities along with positioning with current clients and flipping of contract strategy.

**Goal:** Significantly grow UI's services into K12 districts across the country. In enabling more districts to access qualified instructors with UI's unique "wraparound" instructional support services and GOVMVMT's procurement vehicle, UI and GOVMVMT will help to bridge the teacher shortage gap in the U.S. and contribute to improved student outcomes and success.

**Objective:** Sales goals referenced in RFP under first year, second year and third year goals.

**Target Audiences:** K12 Superintendents, Associate Superintendents, Chief Academic Officers, Chief Human Resources Officers, Chiefs of Staff, Directors of Special Services, Special Education Directors, and district procurement leaders.

### **Key Tactics/Channels:**

- PR
- Social
- Web
- Email
- Conferences
- Webinars
- Sales Training
- Collateral

**Plan Timeline:** July 2025 – June 2026. *(Note: Campaign to be monitored and optimized on on-going basis. Plan to be updated and refreshed for SY26-27 in April-May, 2026.)*

### **UI's Response: 90-Day Strategic Marketing & Engagement Plan**

(Effective from Award Date of Master Agreement)

The following strategy outlines a comprehensive plan to promote and activate the awarded Master Agreement across national, regional, and local levels—targeting current public sector clients, existing agency partners, and prospective agencies nationwide.

### **Days 1-30: Initial Launch & Communication Preparation**

#### **a. Co-Branded Press Release Development and Distribution**



- Collaborate with GovMVMt to draft and approve a co-branded press release announcing the Master Agreement award.
- Distribute the press release to national and regional trade publications such as *Government Procurement*, *American City & County*, and *Education Week Market Brief*.
- Leverage PR wire distribution services and social media platforms for maximum visibility.

#### **b. Website Launch: Dedicated GovMVMt Homepage**

- Launch a dedicated GovMVMt-branded page within supplier's website.
- The page will include:
  - GovMVMt Partner logo
  - Original RFP and addenda
  - Full Master Agreement and amendments
  - Marketing collateral (flyers, brochures, videos)
  - A link to the GovMVMt website and registration page
  - A dedicated toll-free number and email for inquiries

#### **Internal Communications**

- Train internal sales and client support teams on the scope, value, and usage of the Master Agreement.
- Provide sales scripts, FAQ documents, and a quick-reference overview to support client conversations.

#### **Days 31-60: Market Outreach & Customer Engagement**

##### **Current & Prospective Customer Engagement**

- Email announcement campaigns sent to:
  - Existing public agency customers
  - Past RFP respondents and qualified leads
  - Strategic procurement decision-makers in key segments (K-12, higher ed, local/state governments)
- Personalized outreach from business development and account teams to priority public agencies.

##### **Digital Marketing Activation**

- Post Master Agreement details and promotional content on company LinkedIn, X (Twitter), Facebook, and industry forums.
- Launch targeted email drip campaign introducing the benefits of the Master Agreement.



## **Design of Long-Term Advertising Assets**

- Begin design and placement strategy for national/regional advertising to appear in government, education, and procurement trade publications.
- Ad templates to be co-branded with GovMVMt and include call-to-action for registration or inquiry.

## **Days 61-90: Conference Planning & Ongoing Promotions**

### **Event Commitments and Planning**

- Confirm and register for:
  - Registration and speaking opportunities for all major national educational, K-12 and procurement conferences as well as state specific conferences. i.e. AASA, CGCS, VASS, ASBO, ASCD, NIGP, and NIGP chapter affiliate events.
  - Collaborate with GovMVMt to develop an annual calendar of events to co-attend and promote the contract using a shared expense model. When available, secure booth space in the GovMVMt partner pavilion and staff with trained personnel.
  - Other relevant provider-specific conferences and trade shows
- Submit presentation proposals where applicable and plan giveaways or demos tied to the Master Agreement.

### **Marketing Asset Completion**

- Finalize and publish collateral materials:
  - Case studies featuring early adopters
  - One-pagers and brochures highlighting contract use, benefits, and pricing structure
  - Presentation decks for use at events and webinars
- Begin regional trade and publication placements per schedule.

### **Ongoing Commitment Beyond 90 Days**

- Maintain regular cadence of promotional content via newsletters, email campaigns, and updated case studies.
- Quarterly marketing updates and performance review meetings with GovMVMt to assess reach and impact.
- Continued attendance and participation in national and regional events.
- Regular updates to the GovMVMt web page to reflect new materials, contract modifications, or promotional offers.





## PROJECT PLAN

### Notes:

- Assumes early July 2025 award date
- Dates subject to change
- UI is open to other co-marketing and sales ideas from GOVMVMT team

Channel	Tactic/Deliverable	Date
PR	Co-written press release sent via wire, with outreach to reporters at trade publications including EdWeek, District Administration, School Administrator, Education Dive	July 2025
PR / Social	LinkedIn press release announcement from UI and shared by UI executives to their networks	July 2025
Sales Tools	Create talking points and FAQs for sales team to use in sales process	July 2025
Sales Collateral	Create templated PPT slides on GOVMVMT vehicle for prospective client presentations	July 2025
Sales Training	GOVMVMT training sessions at annual sales kick-off (SKO), featuring CEO and Sales leader endorsement, and playbook of how to use GOVMVMT vehicle	July 2025
Contact	Create University Instructors GOVMVMT email address and inbox and toll-free number; assign team to monitor, respond, send leads to sales	July 2025
Email	Email announcement of GOVTMVMT contract vehicle to district leadership and procurement database	July 2025
Conferences	Collaborate with GovMVMT to develop an annual calendar of events to co-attend and promote the contract using a shared expense model. When available, secure booth space in the GovMVMT partner pavilion and staff with trained personnel.	July 27-30, 2025
	Registration and speaking opportunities for all major national educational, K-12 and procurement conferences as well as state specific conferences. i.e. AASA, CGCS, VASS, ASBO, ASCD, NIGP, and NIGP chapter affiliate events.	On-going
Sales Training	Follow-up, virtual training session for UI sales team with GOVMVMT representative (if amenable) for further education, Q&A	August 2025
Sales Collateral	Create GOVMVMT/UI partnership promo/ informational flyer	August 2025
Web	Provide Supplier page information to GOVMVMT for GOVMVMT website - Overview, Contract Docs, Products, How to Order (with Sell-Sheet), FAQs	August 2025
Web	Create GOVMVMT page on UI website including GovMVMT Partners logo; original request for proposal, including all addenda; copy of Master Agreement all amendments between Lead Public Agency and Supplier; flyer; link to GovMVMT website including the online registration page; toll-free number and email address for GovMVMT (see <a href="https://www.safewareinc.com/contracts/govmvmt/">https://www.safewareinc.com/contracts/govmvmt/</a> for example)	August - September 2025



Social	LinkedIn announcements about new partner districts / new deals with reference GOVMVMT vehicle (Note: all LinkedIn announcements are pending permission of districts)	On-going
Sales Training	Reps share best practices in using GOVMVMT vehicle to win district partnerships (peer learning)	September 2025
Advertising	Banner ads with links to UI GOVMVMT web page - assess ad packages from EdWeek (including District Dossier and EdWeek Update newsletters), District Administration, K12 Dive, and School Administrator Magazine and decide best opportunities for quarterly ads	One ad program a quarter
Webinar	Co-branded webinar for district Procurement leaders with UI executive leader and GOVMVMT representative on best practices in K12 staffing procurement and procurement vehicles to deliver more value and solve critical challenges for communities. UI to handle logistics, email invites and follow-up.	October 2025
Webinar	Co-branded webinar for Superintendents and other district leaders with UI executive leader and GOVMVMT representative about how to leverage collaborative purchasing to solve district challenges such as instructor vacancies and raise outcomes for students. UI to handle logistics, email invites and follow-up.	November 2025
Sales Collateral	Gather client testimonials (superintendents, procurement officers) to use in spring collateral, emails and webinars	December 2025
Sales Collateral	Case Study of district who used GOVMVMT vehicle to solve instructional gaps with UI solutions	December 2025
Email	Email to district leadership and procurement database featuring GOVMVMT case study and link to UI GOVMVMT web page	February 2026
Webinar	Co-branded webinar for Superintendents and district leaders with UI rep, GOVMVMT rep, and district client advocate, to speak about leveraging contract vehicle and UI services	March 2025
Webinar	Co-branded webinar for district Procurement leaders with UI rep, GOVMVMT rep, and district client advocate, to speak about impact of contract vehicle and UI services	April 2025
Sales Collateral	Case Study of district who used GOVMVMT vehicle to solve instructional gaps with UI solutions	April 2025

- 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.

UI's Response: UI will work with GOVMVMT team to identify all current contracts and partnerships throughout the U.S. We will then collaborate with each district partner to discuss the benefits and advantages of flipping the contracts to this national award. While the decision will be the district's choice, UI will work collaboratively with GOVMVMT to ensure that the advantages are known by UI's partners.



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.

UI Response: UI hereby agrees to provide its logos to GovMVMT and to provide permission for reproduction of UI's logo in marketing communications and promotions. UI further acknowledges that use of the GovMVMT logo will require permission for reproduction.

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 suppliers best available governmental pricing
  - c. No cost to participate
  - d. Non-exclusive

UI's Response: UI will partner with GOVMVMT and our marketing team to adopt GOVMVMT logo's and national sales collaborative approach. UI will use the Henrico Master Agreement to showcase the competitive advantages as well as communicate through dedicated sales training and SOP's on use of this national procurement vehicle. These training courses for sales members and strategies will include pricing strategies, value of GOVMVMT contract vehicle as well as benefits associated with the use of a national competitive solicitation and public awarded contract vehicle.

6. Confirm the 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

UI's Response: Sales training for the use of the GOVMVMT master agreement will include dedicated sales training to UI team members within 30 days of the award. This will include collaboration with GOVMVMT team to ensure value, best practices and communication strategies are aligned between GOVMVMT and UI for optimal utilization. Training will address:

- ▶ Master Agreement best practices
- ▶ Pricing Strategies
- ▶ Best practices and value of flipping current contracts to GOVMVMT option
- ▶ Use of national affiliations, conferences and associations to spread the message of this national procurement option.



- ▶ Tracking and documentation of GOVMVMT opportunities in CSM tool (salesforce) as a campaign tool. Training and value training on the use of national cooperatives
- ▶ Defined revenue goals in years 1, 2, 3....and beyond.

7. Provide the name, title, email, and phone number for the person(s) who will be responsible for:

<b>a. Executive Support</b>	
Name: Josh Ellis	Email: <a href="mailto:jellis@universityinstructors.com">jellis@universityinstructors.com</a>
<b>b. Sales</b>	
Name: Dan Conaway	Email: <a href="mailto:dconaway@universityinstructors.com">dconaway@universityinstructors.com</a>
<b>c. Sales Support</b>	
Name: Dan Conaway	Email: <a href="mailto:dconaway@universityinstructors.com">dconaway@universityinstructors.com</a>
<b>d. Marketing</b>	
Name: Josh Ellis	Email: <a href="mailto:jellis@universityinstructors.com">jellis@universityinstructors.com</a>
<b>e. Financial Reporting</b>	
Name: Jochen Vogt	Email: <a href="mailto:jvogt@universityinstructors.com">jvogt@universityinstructors.com</a>
<b>f. Accounts Payable</b>	
Name: Jochen Vogt	Email: <a href="mailto:jvogt@universityinstructors.com">jvogt@universityinstructors.com</a>
<b>g. Contracts</b>	
Name: Josh Ellis	Email: <a href="mailto:jellis@universityinstructors.com">jellis@universityinstructors.com</a>

8. Describe how supplier's national sales force is structured including contract information for the highest level executive responsible for the sales team.

UI's Response: UI's sales organization is structured to support nationwide engagement with public agencies of all sizes. The team is designed to ensure proactive outreach, responsive service, and a deep understanding of regional and sector-specific needs.

### **Sales Structure Overview**

#### **National Sales Director**

- Leads and oversees the entire sales operation, ensuring strategic alignment with the goals of the Master Agreement and performance targets.

#### **Regional Sales Managers**

- Assigned by geographic territory (e.g., West, Midwest, South, Northeast), each manager focuses on cultivating relationships with agencies in their region and supporting local implementation.



## Account Executives and Business Development Representatives

- Work directly with participating agencies to provide product knowledge, assist with onboarding, ensure pricing compliance, and support ongoing service needs.

## Sales Support Team

- Includes proposal writers, marketing coordinators, and customer success specialists who help maintain quality engagement and clear communication throughout the sales cycle.
9. Explain how your company's sales team will work with the GovMVMt team to implement, grow, and service the national program.

UI's Response: UI is fully committed to a successful partnership with GovMVMt to implement, expand, and sustain the national program. UI's dedicated sales team plays a central role in driving this initiative, ensuring that participating public agencies receive exceptional service, awareness, and value through the Master Agreement.

## Implementation Strategy

### 1. Launch Planning and Coordination

- UI will work closely with GovMVMt to align on the national rollout timeline, marketing resources, and outreach strategy.
- The UI team will participate in onboarding sessions, training, and resource alignment to ensure consistent messaging and delivery.

### 2. Internal Enablement

- UI sales representatives and account managers will be fully trained on the Master Agreement terms, eligibility requirements, and ordering process.
- A **dedicated point of contact** will be assigned to GovMVMt for seamless communication and oversight.

## Program Growth and Expansion

### 1. Targeted Outreach and Engagement

- UI's sales team will engage eligible agencies across the country through:
  - Regional outreach campaigns
  - Participation in GovMVMt-led events and webinars
  - Direct presentations and demonstrations



- UI will emphasize the advantages of using the Master Agreement, including contract compliance, simplified procurement, and competitive pricing.

## **2. Marketing Collaboration**

- UI will co-develop marketing materials, case studies, and success stories with GovMVMT to promote awareness and adoption.
- UI will actively participate in GovMVMT communication channels, including newsletters, promotional campaigns, and national conferences.

## **Ongoing Service and Support**

### **1. Account Management**

- Each participating agency will be assigned a dedicated account manager from our team to support implementation, answer questions, and ensure satisfaction.
- UI account managers will report engagement activity and feedback to GovMVMT on a regular basis.

### **2. Performance Tracking**

- UI will collaborate with GovMVMT to monitor program KPIs, track participation metrics, and identify growth opportunities.
- Quarterly review meetings will be held to assess progress and refine strategies.

## **Summary of UI's Commitment**

<b>Area</b>	<b>UI Role</b>
Launch Implementation	Align with GovMVMT on training, resources, and rollout
Nationwide Outreach	Proactive sales engagement across all eligible agencies
Dedicated Support	Assigned account managers for agency servicing
Marketing Partnership	Co-branded campaigns and events to drive adoption
Growth Strategy	Collaborative planning to scale and sustain program reach

UI views GovMVMT as a strategic partner in serving public agencies more efficiently and equitably. UI's sales team's role is to act as ambassadors of this program—educating agencies, simplifying procurement, and delivering consistent value through the life of the contract.

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.



UI's Response: UI is fully committed to the successful execution and long-term growth of the national program established under the Master Agreement. We have developed a structured approach to ensure ongoing coordination, responsiveness, and operational excellence across all facets of the program.

### **1. Centralized Program Oversight**

UI will assign a National Program Manager to oversee the full lifecycle of the agreement. This individual will serve as the primary liaison between our internal departments, the GovMVMT team, and participating public agencies. Responsibilities include:

- Program implementation and compliance
- Monitoring performance metrics and service levels
- Managing escalations and ensuring issue resolution
- Leading strategic check-ins and reporting

### **2. Ongoing Sales and Marketing Coordination**

- UI will collaborate regularly with the GovMVMT team to align on national and regional marketing campaigns, webinars, conferences, and outreach events.
- UI's sales team will engage in continuous outreach to promote the Master Agreement to eligible agencies, supported by co-branded collateral and targeted messaging.
- UI will maintain a content calendar to ensure consistent visibility through digital channels, newsletters, and direct engagement.

### **3. Timely New Agency Account Setup**

- A dedicated onboarding coordinator will ensure new participating agencies are set up promptly and efficiently.
- Setup includes:
  - Contract validation and agency profile creation
  - System access or credentials (if applicable)
  - Welcome materials and point-of-contact assignment
- UI aims for account activation within 2-3 business days of receiving confirmation.

### **4. Contract Administration and Compliance**

- UI's contract administration team will manage all documentation, updates, renewals, and required reporting throughout the term.
- UI will:
  - Track agency participation and usage
  - Maintain documentation in compliance with Master Agreement terms





- Submit periodic reports to the lead agency or GovMVMT as required
- UI will ensure that all pricing, terms, and service levels are applied consistently and transparently.

## 5. Performance Monitoring and Continuous Improvement

- UI will use key performance indicators (KPIs) to track:
  - Service delivery timelines
  - Agency satisfaction
  - Response/resolution times
- Regular internal reviews and GovMVMT check-ins will ensure alignment, performance accountability, and program optimization.

## Summary of Program Management Commitments

Program Element	Commitment
National Oversight	Dedicated Program Manager + Executive Sponsor
Sales & Marketing Coordination	Aligned campaigns, materials, and event participation
Agency Onboarding	Streamlined setup within 2-3 business days
Contract Administration	Centralized tracking, reporting, and compliance
Ongoing Service and Support	Dedicated account management and customer support
Performance Tracking	Measurable KPIs and regular performance reviews

With a structured and proactive management approach, the UI team is well-positioned to support and grow the national program in partnership with GovMVMT and participating public agencies, ensuring long-term success, satisfaction, and impact.

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.
- ▶ Respond with Master Agreement pricing (contract sales reported to GovMVMT)
  - ▶ UI will lead with offering the GOVMVT master agreement as the preferred option. This will ensure consistent sales processes as well as go to market cost modeling.
  - ▶ If competitive conditions require pricing lower than the standards Master Agreement not-to-exceed pricing, supplier may respond with lower pricing through the Master Agreement. If the supplier is awarded the contract, the sales are reported as contract sales to GovMVMT under the Master Agreement. UI is very pricing sensitive, and as a



standard we lead with over low cost option. This strategy and modeling is key to UI's success in all the supports and resources we have as a part of our modeling. If cost considerations are needed, we will consult with GOVMVMT to make sure we are all aligned on the strategy.

- ▶ 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). UI has competitively priced the GOVMVMT master agreement with volume discounts to ensure that there is additional value in using this agreement. Higher pricing or refusal to use the GOVMVMT master agreement would require another solicitation, and UI would not be inclined to participate.
- ▶ If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal. UI is consistent with our pricing modeling and will lead with our GOVMVMT Master agreement.

12. Describe your company's sales goals for this contract if awarded the Master Agreement, including targeted dollar volume by year:

UI's Response:

**\$ 100,000,000+ in year one**  
**\$ 150,000,000+ in year two**  
**\$ 200,000,000+ in year three**

UI's services are in high demand throughout the country, and UI is well positioned and financed to recognize rapid growth. UI desires to work collaboratively through the MSA to leverage best practices and an extensive network to realize the opportunity and to meet our mission.

#### **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.

UI's Response: UI has submitted a comprehensive and extensive range of services that reflects our full capabilities and aligns with the needs of prospective participating public agencies. The offerings outlined in our response represent our complete solution set and the scope we are prepared to deliver under this contract.

At this time, we feel we have proposed the main services asked for in this solicitation along with exclusive ancillary services that complement and enhance the main services along with creating additional revenue opportunities for GOVMVMT partnership in scale.



## **EXHIBIT C**

### **ADMINISTRATION AGREEMENT**

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

#### **RECITALS**

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

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

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

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

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

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

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

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

#### **ARTICLE I**

#### **GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 GovMVM T 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 GovMVM T 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 GovMVM T 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 GovMVM T 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, GovMVM T (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. GovMVM T 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 GovMVM T through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVM T 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) **Marketing**. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

(b) **Training and Knowledge Management Support**. GovMVMT shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "**Program Manager**" and collectively, the "**Program Managers**"), GovMVMT shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMT shall also provide Supplier with access to GovMVMT's private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

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

(a) **Executive Commitment**

(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.

(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.

(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMT concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and linked to GovMVMT' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMT program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

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

(b) **Value Commitment**

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

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

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower

state pricing under the Master Agreement and make it available to all Public Agencies within the state.

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

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

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

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

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this



Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

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

Supplier can accomplish this by highlighting such facts as:

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

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

(d) **Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any

goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall 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) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) GovMVMT standard logo;
- (2) Copy of original procurement solicitation and all addenda;
- (3) Copy of Master Agreement including all amendments.
- (4) Summary of Products and Services pricing.
- (5) Electronic link to GovMVMT' online registration page;
- (6) Other promotional material as requested by GovMVMT.
- (7) A dedicated toll-free national hotline for inquiries regarding GovMVMT.
- (8) A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.

- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMТ's online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by GovMVMТ, Supplier shall participate in a performance review meeting with GovMVMТ 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 GovMVMТ (collectively "Supplier Content") for use on GovMVMТ websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMТ 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 GovMVMТ 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 GovMVMТ as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMТ 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 GovMVMТ's sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend GovMVMТ, 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. GovMVMТ and Lead Public Agency each reserve the right to audit the accounting for a

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

## **ARTICLE V** **FEES & REPORTING**

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

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVMT agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

### Administrative Fee Tiers\*

<b>Annual Contract Spend Low</b>	<b>Annual Contract Spend High</b>	<b>Administrative Fee</b>
\$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.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its future potential program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT’s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT’s trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to [reporting@govmvt.org](mailto:reporting@govmvt.org). If Supplier does not resolve the discrepancy to GovMVMT’s reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier’s sales reporting

for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMT an electronic usage report of all sales under the Master Agreement, including:

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

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

## **ARTICLE VI** **MISCELLANEOUS**

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

6.2 Assignment.

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

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

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

GovMVMT:

GovMVMT  
7629 NW 143<sup>rd</sup> St  
Alachua, FL 32615  
Attn: Program Manager Administration

Supplier:

University Instructors LLC  
\_\_\_\_\_  
4101 Cox Road Suite 200-24  
\_\_\_\_\_  
Glen Allen, Virginia  
\_\_\_\_\_  
23060  
\_\_\_\_\_  
Attn: GovMVMT Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9 Attorney's Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to



reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon GovMVM, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

GovMVMt:

GovMVMt PURCHASING COOPERATIVE

By \_\_\_\_\_

Name: David Kidd

Title: Program Manager

Supplier:

University Instructors LLC

(Insert Supplier Name)

By James Popp

Name: James Popp

Title: President

## SAMPLE SALES REPORT TEMPLATE

[illegible]

**EXHIBIT D**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the 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, University Instructors LLC 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.

 pp James Popp  
\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

James Popp  
\_\_\_\_\_  
*(Printed Name)*

President  
\_\_\_\_\_  
*(Title)*

June 2, 2025  
\_\_\_\_\_  
*(Date)*

## **EXHIBIT F**

### **FEDERAL FUNDS CONTRACT PROVISIONS**

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
JP agrees  
(Initial of Supplier's Authorized Representative)

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

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

\_\_\_\_\_  
JP agrees  
(Initial of Supplier's Authorized Representative)

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

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

\_\_\_\_\_  
JP 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.*

JP

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*(Initial of Supplier's Authorized Representative)*

5. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act the Federal awarding agency. The contractor shall comply with 18 U.S.C § 874, 40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agreement instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

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

JP

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*(Initial of Supplier's Authorized Representative)*

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

requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

JP agrees  
(Initial of Supplier's Authorized Representative)

- 7. Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the Federal award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the Federal awarding agency. The regulation at 37 CFR § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

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

JP agrees  
(Initial of Supplier's Authorized Representative)

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

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

JP agrees  
(Initial of Supplier's Authorized Representative)

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

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

JP  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

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

\_\_\_\_\_  
JP agrees  
(Initial of Supplier's Authorized Representative)

- 11. Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>. 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.*

\_\_\_\_\_  
JP agrees  
(Initial of Supplier's Authorized Representative)

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

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

\_\_\_\_\_  
JP agrees  
(Initial of Supplier's Authorized Representative)

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

Company Name: University Instructors LLC

Address, City, State, Zip Code: 4101 Cox Road Suite 200-24 Glen Allen, Virginia 23060

Phone: (804) 665-2176

Fax: (800) 276-0305

Printed Name of Authorized Signer: James Popp

Email address of Authorized Signer: jpoppp@universityinstructors.com

Signature of Authorized Signer:  James Popp

Date: June 2, 2025



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

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

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

**Definitions**

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

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

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

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative,

contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

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

2. Termination for Cause and Convenience

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

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

3. Equal Employment Opportunity

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

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

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

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.

- (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 from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act

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

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

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

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

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

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

5. Copeland "Anti-Kickback" Act

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

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

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

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any 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 fact relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

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

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

10. Byrd Anti-Lobbying Amendment

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

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

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

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of

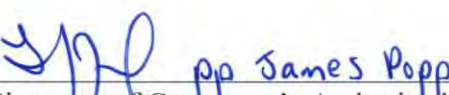
any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

  
Signature of Contractor's Authorized Official

James Popp, President  
Name and Title of Contractor's Authorized Official

June 2, 2025  
Date

11. Procurement of Recovered Materials

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

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

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

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

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

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

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

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

(b) *Prohibitions.*

(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 from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
- (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### 13. Domestic Preferences for Procurements

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

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

*For the purposes of this clause:*

*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. Affirmative Socioeconomic Steps

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

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

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21. Copyright and Data Rights

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

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

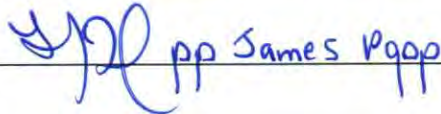
Address, City, State, Zip Code: 4101 Cox Road Suite 200-24 Glen Allen, Virginia 23060

Phone: (804) 665-2176

Fax: (800) 276-0305

Printed Name of Authorized Signer: James Popp

Email address of Authorized Signer: jpopp@universityinstructors.com

Signature of Authorized Signer:  pp James Popp

Date: June 2, 2025

**EXHIBIT H**  
**NEW JERSEY BUSINESS COMPLIANCE**

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

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

**Checklist of Documents Required**

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

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

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

**EXHIBIT H  
ATTACHMENT 1**

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

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

Company Name: University Instructors LLC

Address: 4101 Cox Road Suite 200-24 Glen Allen, Virginia 23060

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | Yes                                 | No                                  |
| 1. The Company is a <b>Sole Proprietor</b> ; and therefore, no disclosure is necessary.<br>A sole proprietor is a person who owns an unincorporated business by him/herself.<br>A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The Company is a <b>Corporation, Partnership, or Limited Liability Company</b> .  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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

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

Name	Address	Interest
UI Intermediate LLC	270 North Ave., 3 <sup>rd</sup> Floor, New Rochelle, NY 10801	100%

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

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

<b>Name</b>	<b>Address</b>	<b>Interest</b>
UI Holdings LLC	270 North Ave., 3 <sup>rd</sup> Floor, New Rochelle, NY 10801	100%

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

**EXHIBIT H  
ATTACHMENT 2  
NON-COLLUSION AFFIDAVIT  
N.J.S.A. 52:34-15**

State of Virginia

~~State of New Jersey~~

County of Augusta

SS:

I, Lesley Rueb for James Popp residing in Staunton  
(name of affiant) (name of municipality)  
in the County of Augusta and State of Virginia of full age,  
being duly sworn according to law on my oath depose and say that:

I am Director of Grants & Procurement for President of the firm of University Instructors LLC  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled Tutoring & Independent Instruction Services  
(title of bid proposal), and that I executed the said proposal with

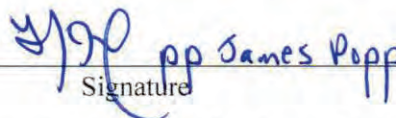
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and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

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

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

Subscribed and sworn to

before me this day

  
Signature

June 2nd, 2025

Lesley Rueb for James Popp

(Type or print name of affiant under signature)

  
Notary public of Virginia

My Commission expires 2/28/2029

(Seal)

**Commonwealth of Virginia  
County of Augusta:**

The foregoing document was acknowledged before me this  
2nd day of June, 2025.

**Alicia Gail N. Newlen, Notary Public**

Reg No. 108034 My commission expires: 02/28/2029

**Alicia Gail N Newlen**  
Notary Public  
**Commonwealth of Virginia**  
Notary Registration No – 108034  
My commission expires: February 28, 2029



**EXHIBIT H  
ATTACHMENT 3**

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

Company Name: University Instructors LLC

Address: 4101 Cox Road Suite 200-24 Glen Allen, Virginia 23060

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

**Required Affirmative Action Documentation:**

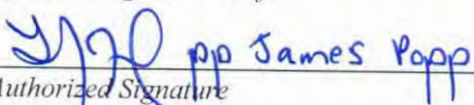
The Supplier shall submit with its proposal, ONE of the following three documents:

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

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

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

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

  
pp James Popp  
*Authorized Signature*

James Popp  
*Printed Name*

President  
*Title*

June 2, 2025  
*Date*



## STATE OF NEW JERSEY

Division of Purchase &amp; Property

Contract Compliance Audit Unit

EEO Monitoring Program

## EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

## SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 99-4820330	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 66		
4. COMPANY NAME University Instructors LLC		COMPANY E-MAIL jpopp@universityinstructors.com		
5. STREET P.O. Box 3074	CITY Staunton	COUNTY Augusta	STATE VA	ZIP CODE 24402
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) UI Intermediate LLC		CITY New Rochelle	STATE NY	ZIP CODE 10801
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 66				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY Henrico		COUNTY Henrico	STATE VA	ZIP CODE 23223
Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

## SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE*****						*****FEMALE*****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
	(Cols. 2 & 3)															
Officials/Managers	7	4	3	1				3		1				2		
Professionals	59	20	39	5	1			14		16	3			20		
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL	66	24	42	6	1			17		17	3			22		
Total employment From previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees	1,130															

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted?  
1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED

MO. DAY YEAR

13. DATES OF PAYROLL PERIOD USED

From: 05.09.2025

To: 05.22.2025

## SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Lesley Rueb	SIGNATURE 	TITLE Director of Procurement	DATE MO DAY YEAR 6 2 2025		
17. ADDRESS NO. & STREET P.O. Box 3074	CITY Staunton	COUNTY Augusta	STATE VA	ZIP CODE 24402	PHONE (AREA CODE, NO., EXTENSION) 832 - 646 - 6200

**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**

**University Instructors LLC**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national




origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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.**

 pp James Popp  
\_\_\_\_\_  
*Signature of Procurement Agent*

## EXHIBIT H ATTACHMENT 4

### C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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

edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**EXHIBIT H**  
**ATTACHMENT 4**

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

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

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

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

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to

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

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

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

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



**EXHIBIT H  
ATTACHMENT 4**

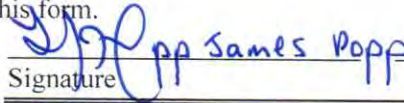
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Required Pursuant to N.J.S.A. 19:44A-20.26**

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

**Part I – Vendor Information**

Vendor Name:	University Instructors LLC		
Address:	4101 Cox Road Suite 200-24		
City:	Glen Allen	State: Virginia	Zip: 23060

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

 Signature	James Popp Printed Name	President Title
--	----------------------------	--------------------

**Part II – Contribution Disclosure**

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable (N/A)	Not Applicable (N/A)		\$

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

**EXHIBIT H  
ATTACHMENT 4**

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

County Clerk

Sheriff

{ County Executive }

Surrogate

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

<p><b>USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <a href="#">the Pay to Play section</a> OF THE DLGS WEBSITE A COUNTY- BASED, CUSTOMIZABLE FORM.</b></p>
--

**EXHIBIT H**  
**ATTACHMENT 5**  
**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** University Instructors LLC

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☒ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this 2nd day of  
June, 2025.

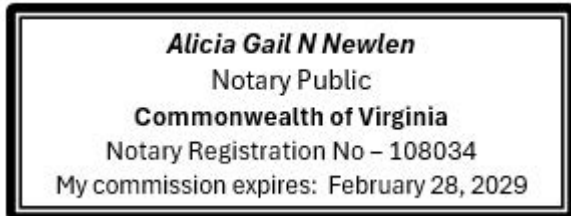
James Popp  
(Affiant)

Alicia Gail N. Newlen  
(Notary Public)

Lesley Rueb, Director of Grants & Procurement for James Popp, President  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)



Commonwealth of Virginia

County of Augusta:

The foregoing document was acknowledged before me this  
2nd day of June, 2025.

**Alicia Gail N. Newlen, Notary Public**

Reg No. 108034 My commission expires: 02/28/2029

**EXHIBIT H**  
**ATTACHMENT 6**

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

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

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

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

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





## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP# 25-2835-4JOK Tutoring and Independent Instruction Services

VENDOR NAME: University Instructors LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities

---

---

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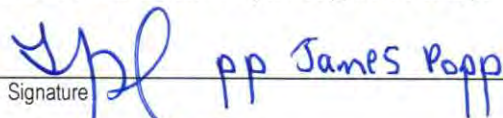
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Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

  
Signature

James Popp, President

Print Name and Title

05/25/2025

Date

**EXHIBIT H**  
**ATTACHMENT 7**

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

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

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




STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: UNIVERSITY INSTRUCTORS LLC  
Business Id: 0600473270  
Certificate Number: 6000261862

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERTIFICATE ON June 4, 2021 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY  
HAND AND AFFIXED MY OFFICIAL SEAL AT  
TRENTON, THIS  
April 01, 2025 A.D.



  
ELIZABETH MAHER MUOIO  
STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

Mail to: PO Box 308  
Trenton, NJ 08646

STATE OF NEW JERSEY  
DIVISION OF REVENUE

Overnight to: 33 West State St.  
5th Floor  
Trenton, NJ 08608-1214

**"FEE REQUIRED"**

**PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY**

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

**1. Business Name:**

University Instructors LLC

**2. Type of Business Entity:** F L C

(See Instructions for Codes, Page 21, Item 2)

**3. Business Purpose:** Educational Support Services

(See Instructions, Page 22, Item 3)

**4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):**

**5. Duration (If Indefinite or Perpetual, leave blank):**

FLC

**6. State of Formation/Incorporation (Foreign Entities Only):**

Delaware

**7. Date of Formation/Incorporation (Foreign Entities Only):**

January 22, 2021

FILED

**8. Contact Information:**

Registered Agent Name: C T Corporation System

JUN - 4 2021

Registered Office:

(Must be a New Jersey street address)

Main Business or Principal Business Address:

STATE TREASURER

Street 820 Bear Tavern Road

Street 148 State Street, 10th Floor

City West Trenton

Zip 08628

City Boston

State MA

Zip 02109

**9. Management (Domestic Corporations and Limited Partnerships Only)**

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600473270

Name

Street Address

City

State

Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

**10. Incorporators (Domestic Corporations Only, minimum of 1)**

Name

Street Address

City

State

Zip

**Signature(s) for the Public Record (See instructions for Information on Signature Requirements)**

Signature

Name

Title

Date

*Michele Holden*

Michele Holden

Authorized Person

5/25/20

**EXHIBIT I**  
**STATE NOTICE ADDENDUM**

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

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

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

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



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

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

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

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

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

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



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

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

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

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT,  
OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE  
EXTENSION DISTRICT, OR  
ALDER CREEK-BARLOW WATER  
DISTRICT NO. 29, OR  
ALFALFA FIRE DISTRICT, OR ALSEA  
R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT  
DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD  
DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT  
COMPANY, OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT,  
OR  
ATHENA CEMETERY MAINTENANCE  
DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT,  
OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL  
DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL  
DISTRICT, OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT  
DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT,  
OR  
BASIN TRANSIT SERVICE  
TRANSPORTATION DISTRICT, OR  
BATON ROUGE WATER COMPANY BAY  
AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT,  
OR  
BEAVER CREEK WATER CONTROL  
DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT  
COMPANY, INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT,  
OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL  
ROAD DISTRICT, OR  
BEND METRO PARK AND RECREATION  
DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER  
IMPROVEMENT DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION  
DISTRICT 6, LA

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

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

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

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

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

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

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

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

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



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

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



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

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

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

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

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

NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT  
AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD  
DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT  
IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS &  
RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT,  
OR  
NORTH DOUGLAS COUNTY FIRE & EMS,  
OR  
NORTH DOUGLAS PARK & RECREATION  
DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH  
DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL  
DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE  
DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL  
DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D, OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING  
AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH  
DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK &  
RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT  
IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2,  
OR

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

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

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

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

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

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



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

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

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

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

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

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

**K-12 INCLUDING BUT NOT LIMITED**

**TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT

CADD0 PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL  
 OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT  
 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT  
 NO.6  
 DOUGLAS EDUCATIONAL DISTRICT  
 SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL  
 DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL  
 DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL  
 DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE  
 DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT  
 509-J

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

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

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

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

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

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE,  
LA



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

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

#### **STATE AGENCIES**

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

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

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## SECTION II

### Statement of the Scope

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## Section II: Statement of the Scope

### UI's Understanding of the Requested Scope of Services

It is the understanding of University Instructors LLC (UI) that Henrico County Public Schools is looking to partner with one or more vendors with the capacity and experience to collaborate with schools across the district and beyond by leveraging K-12 academic support programs (in-person and virtual), instructional leadership, educator support, and data-informed decision making, all of which play a vital role in improving student learning outcomes.

In response to the scope of work requested by Henrico County Public Schools and GovMVM, UI would like to respectfully present the following services:

<b>TutorED™</b>	<b>Supplemental Tutoring</b>	<ul style="list-style-type: none"><li>Places high-quality individuals in classrooms to assist students in completing guided and independent practice class assignments.</li><li>Supports whole-group instruction by embedding an instructor into the classroom to work with individual or small groups of students as needed.</li></ul>
	<b>Strategic Small Group (SSG) Tutoring</b>	<ul style="list-style-type: none"><li>High-Impact Tutoring (HIT) model designed to accelerate mastery of grade-level content and skills and advance equitable learning recovery.</li><li>UI Instructors provide systematic, tiered, evidence-based small group instruction in core subjects during a dedicated time in the school schedule.</li><li>Student groups from 1:1 to 1:7 ratios meet for at least 30 minutes per session for three to five sessions per week.</li></ul>
	<b>Virtual Tutoring</b>	<ul style="list-style-type: none"><li>Learning platform allows UI to deliver secure, online virtual tutoring for individuals or small groups of students in grades 3 to 12.</li><li>Flexibility in allowing students to access virtual tutors before, during, and after school.</li><li>On-demand and scheduled tutoring sessions are available.</li></ul>



<b>InstructED™</b>	<b>Core Instructional Support Side-by-Side</b>	<ul style="list-style-type: none"><li>▪ An experienced educator from UI is paired with a school district staff member to provide core instruction and real-time instructional support to students, ensuring classroom success.</li><li>▪ Collaborative model where a UI instructor is paired with a district staff member, typically a substitute, paraprofessional, or provisionally licensed teacher.</li></ul>
	<b>Core Instructional Support Independent</b>	<ul style="list-style-type: none"><li>▪ An experienced educator from UI independently provides core instruction and real-time instructional support to students, ensuring classroom success.</li><li>▪ Designed to address staffing challenges by placing an experienced educator, who meets provisional licensing requirements, to lead core classroom instruction.</li></ul>
	<b>InstructED™ Pathways</b>	<ul style="list-style-type: none"><li>▪ Follows the independent model above, with the addition of Pathways support intended to increase the pipeline of certified educators.</li><li>▪ Staffing challenges are addressed, and UI manages tracking the licensure process for Instructors who may be eligible for district hire after successfully attaining certification.</li></ul>
<b>EDforce™</b>	<b>Pipeline &amp; Pathway Development</b>	<ul style="list-style-type: none"><li>▪ Strategic efforts to recruit, prepare, and retain educators, especially in areas with teacher shortages or a need for more diversity and specialization.</li><li>▪ UI services create a supply chain of potential teachers from interest in the profession to certification and employment.</li></ul>
	<b>Special Education Staffing</b>	<ul style="list-style-type: none"><li>▪ Recruitment, placement, support, and management of personnel who work with students with disabilities or special needs.</li><li>▪ UI specializes in staffing positions such as special education teachers, registered behavior technicians, paraprofessionals, and other related service providers.</li></ul>



<b>PrepForward®</b>	<b>Teacher Certification Test Prep</b>	<ul style="list-style-type: none"><li>▪ UI services are centered around study materials, courses, and practice exams designed to help prospective teachers prepare for teacher certification exams.</li><li>▪ UI helps candidates build confidence and familiarity with test formats and addresses content knowledge and pedagogical skills to help candidates pass state-mandated teacher certification exams.</li></ul>
	<b>Licensure Tracking</b>	<ul style="list-style-type: none"><li>▪ Monitoring, managing, and verifying employees' professional licenses and certifications, especially teachers and other educational staff, to ensure they meet all legal and regulatory requirements.</li></ul>
	<b>Course Development</b>	<ul style="list-style-type: none"><li>▪ UI is a leader in developing teacher test prep courses nationwide. The UI team has deep content expertise in many licensure areas and an impressive portfolio of references that speaks to the company's ability to deliver superlative solutions on tight deadlines.</li></ul>
<b>EPIC®</b>	<b>OOST Programs</b>	<ul style="list-style-type: none"><li>▪ EPIC® out-of-school-time offerings are built on the need to engage students in hands-on activities that help foster academic skills while building communication and collaboration.</li><li>▪ EPIC® promotes independence, builds resilience, and encourages students to manage emotions effectively. EPIC® is instruction-aligned to meet students' needs and state-level requirements.</li></ul>
	<b>Summer Learning Programs</b>	<ul style="list-style-type: none"><li>▪ EPIC® Academy, a comprehensive summer school program focused on student growth in mathematics and literacy for students in grades K-8.</li><li>▪ UI partners with the Lavinia Group to leverage their RISE curriculum, which has proven to help bolster student achievement in core subjects over the summer.</li></ul>





<b>PD &amp; Coaching Services</b>	<b>Professional Development</b>	<ul style="list-style-type: none"><li>▪ UI's professional development aims to improve the skills, knowledge, and competencies to enhance the effectiveness of the company's instructional staff in the classroom.</li><li>▪ Professional development for Instructors allows them to learn new tutoring techniques, stay current with research, explore innovative teaching methods, and improve their overall effectiveness when working with students.</li></ul>
	<b>Instructional &amp; Leadership Coaching Services</b>	<ul style="list-style-type: none"><li>▪ A UI instructional leader develops a collaborative coaching plan for district teachers to help them improve instructional practices, student outcomes, and overall teaching effectiveness.</li><li>▪ UI instructional leaders provide executive coaching to district leaders who have been identified by the district. Executive coaching focuses on developing multiple dimensions of leadership through a systemic coaching process.</li></ul>
<b>Data Services</b>	<b>Collection &amp; Analysis of Student Performance Data</b>	<ul style="list-style-type: none"><li>▪ UI offers sophisticated platforms, dashboards, and visualization tools to summarize complex data making it easier to digest, understand, and use.</li><li>▪ A partnership with UI includes strong data privacy protection and a company that unequivocally maintains ethical standards around student data use.</li><li>▪ Outsourcing data analysis allows educators and administrators to focus more on instructional leadership and student support rather than data crunching.</li></ul>
<b>Grant Services</b>	<b>Grant Consulting Services</b>	<ul style="list-style-type: none"><li>▪ In the ever-evolving education landscape, securing grant funding is critical to sustaining operations and driving impactful programs.</li><li>▪ UI has expertise in managing complex grants often involving multiple stakeholders, intricate reporting requirements, and stringent deadlines.</li></ul>
	<b>Grant Writing Services</b>	<ul style="list-style-type: none"><li>▪ UI has the capacity and experience managing grant application processes from start to finish, adding capacity to increase output volume or to obtain a fresh perspective on strategic visions and program plans.</li></ul>

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# SECTION III

## Default, Termination & Debarment

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## Section III: Default, Termination & Debarment

### UI's Certification Statement

University Instructors LLC (UI) certifies that, in the company's thirty-one-year history:

1. The company has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any federal, state, or local government agency, including school districts.
2. The company has never been terminated for cause nor defaulted on any public school district or educational institution contract.
3. The company is in good standing and eligible to contract with school districts and other public entities.
4. The company has never had its officers, directors, partners, or owners barred from participating in any procurement by any federal, state, or local government body.

If at any time prior to or during the term of the contract any of the above conditions change, the company agrees to notify the contracting agency immediately in writing.

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# SECTION IV

Experience, Qualifications, & Resumes

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## Section IV: Experience, Qualifications & Resumes

### University Instructors LLC (UI)

Legal Name	University Instructors LLC
Taxpayer Name	UI Holdings LLC
Contact	James Popp, President
Email	jpopp@universityinstructors.com
Address	4101 Cox Road Suite 200-24 Glen Allen, VA 23060
Phone	(804) 665-2176
Website	www.universityinstructors.com
Federal Tax ID Number	99-4820330
DUNS Number	877815261
UEI Number	FXLSV45ACMH1



UI has been a collaborative partner serving elementary and secondary students for over three decades. UI specializes in serving K-12 students of all abilities (general population, Special Education, Limited English proficiency, homeless, and economically disadvantaged). UI envisions a world where families, schools, and organizations work together to provide students with purposeful learning experiences that create a pathway for college and career success while inspiring a passion for lifelong learning.

UI works with schools and school districts nationwide to help maximize resources, achieve target performance goals, and improve student outcomes. UI's expertise, capacity, and scale help educators improve their decision-making processes and achieve measurable results. Since its founding, UI has offered services and resources that help districts and schools achieve equity for all students, accountability for results, and continuous improvement. UI staff draw on various tools and approaches, including internally developed models and resources that build systemic capacity by applying research-based knowledge, sustained professional development, and collaborative partnerships.



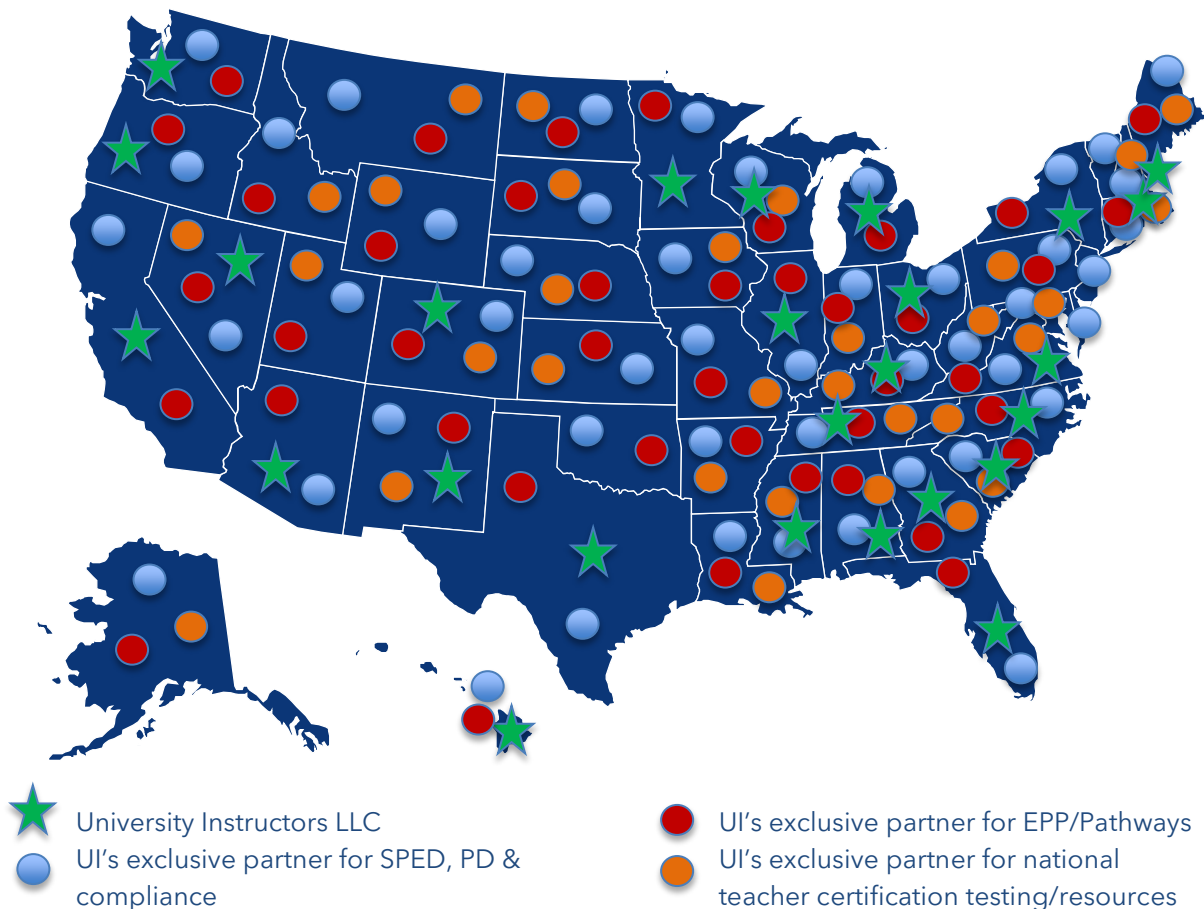
For more than thirty-one years, UI, as an instructional leader in K-12, has developed many types of instructional student support programs to include best-in-class tutoring, academic acceleration, enrichment, and social-emotional learning supports that recognize the importance of aligning instruction with what is going on in the classroom. UI values communication and collaboration with all stakeholders and views transparency as critical to student success. UI's well-established project management and quality assurance systems for tutoring and instructional services strategically position UI to excel with Henrico County Public Schools' request for a vendor to provide tutoring and instructional services for the district's K-12 student populations identified to participate in services, including core, special education, English Learners, honors, advanced placement, and specialty programs.

### UI's Experience with Tutoring & Instruction Services

UI is a national leader in K-12 education, delivering more than **1 million+ instructional hours annually** to students nationwide.



UI has provided direct instructional services in **35 states**, and with the exclusive partnerships that UI has under contract, has provided instructional services in all **50 states**.





UI has been approved for statewide services in **10 states**.

- **Alabama Department of Education**
- **Arizona Department of Education**
- **Delaware Department of Education**
- **Hawaii Department of Education**
- **Massachusetts DESE**
- **New Mexico Cooperative Education Services**
- **Oregon Department of Education**
- **Rhode Island Department of Education**
- **Texas Education Agency**
- **University of Florida - Lastinger Center**



UI has partnered with **9 of the 10** and **14 of the 20 largest school districts**.

1. **New York City Department of Education (NY)**
2. **Los Angeles Unified School District (CA)**
3. **Chicago Public Schools (IL)**
4. **Miami-Dade County Public Schools (FL)**
5. **Clark County School District (NV)**
6. **Broward County Public Schools (FL)**
7. **Hillsborough County Public Schools (FL)**
8. **Houston Independent School District (TX)**
9. **Orange County Public Schools (FL)**
10. **Palm Beach County School District (FL)**
11. **Fairfax County Public Schools (VA)**
12. **Hawaii Department of Education (HI)**
13. **Gwinnett County Public Schools (GA)**
14. **Montgomery County Public Schools (MD)**
15. **Wake County Public School System (NC)**
16. **Dallas Independent School District (TX)**
17. **Charlotte-Mecklenburg School (NC)**
18. **Prince George's County Public Schools (MD)**
19. **School District of Philadelphia (PA)**
20. **Duval County Public Schools (FL)**



A sampling of UI's **national** district-wide tutoring and instruction support partners includes:

- **Anne Arundel County Public Schools (MD)**
- **Alabama State University (AL)**
- **Atlanta Public Schools (GA)**
- **Auburn School District (WA)**
- **Austin Public Schools (TX)**
- **Boston Public Schools (MA)**
- **Broward County Public Schools (FL)**
- **Charleston County School District (SC)**
- **Charlotte-Mecklenburg Schools (NC)**
- **Chicago Public Schools (IL)**
- **Cleveland Metropolitan School District (OH)**
- **Culver City Unified School District (CA)**
- **Denver Public Schools (CO)**
- **Detroit Public Schools Community District (MI)**
- **Durham Public Schools (NC)**
- **Fairfield-Suisun Unified School District (CA)**
- **Gwinnett County Public Schools (GA)**
- **Jefferson County Public Schools (KY)**
- **Kyrene School District (AZ)**
- **Lawndale Unified School District (CA)**
- **Los Banos Unified School District (CA)**
- **Marlborough Public Schools (MA)**
- **Miami-Dade County Public Schools (FL)**
- **Milwaukee Public Schools (WI)**
- **Montgomery Public Schools (AL)**
- **The School District of Palm Beach County (FL)**
- **Scottsdale Unified School District (AZ)**
- **Tucson Unified School District (AZ)**
- **Tacoma School District (WA)**
- **Winston-Salem Forsyth County Schools (NC)**

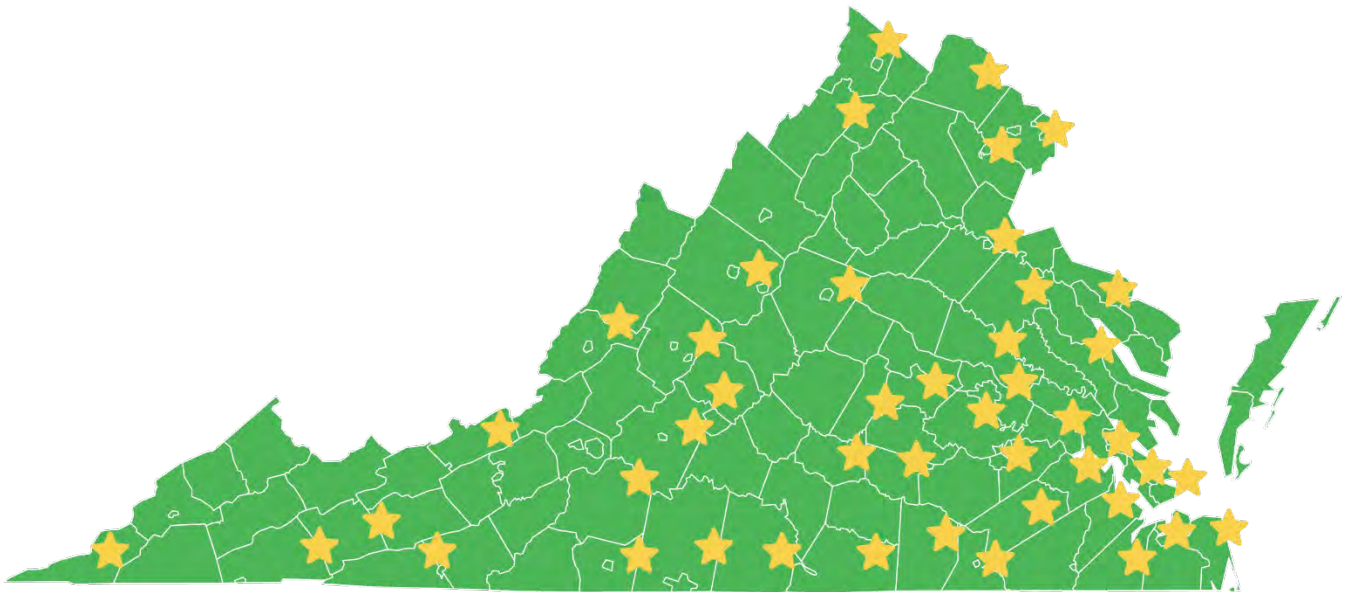




UI's largest and most prominent footprint is in Virginia. UI is one of the largest in-person instructional providers in Virginia and has partnered with more than **56 districts across the Commonwealth**. UI has partnered with several VDOE funded initiatives along with federal and local funding to provide supplemental as well as instructional services in all regions in VA. UI delivers over **500,000+ hours of K-12 tutoring and instructional services across Virginia annually**.



A sampling of UI's **Virginia** district-wide tutoring and instruction support partners includes:



- **Bristol City Public Schools**
- **Charlottesville City Public Schools**
- **Chesapeake City Public Schools**
- **Chesterfield County Public Schools**
- **Hampton City Public Schools**
- **Henrico County Public Schools**
- **Isle of Wight County Public Schools**
- **Loudoun County Public Schools**
- **Louisa County Public Schools**
- **Manassas City Public Schools**
- **Newport News Public Schools**
- **Norfolk Public Schools**
- **Nottoway County Public Schools**
- **Petersburg City Public Schools**
- **Portsmouth Public Schools**
- **Powhatan County Public Schools**
- **Richmond Public Schools**
- **Roanoke Public Schools**
- **Spotsylvania County Public Schools**
- **Suffolk City Public Schools**
- **Virginia Beach City Public Schools**
- **Wythe County Public Schools**



## UI's Strategic Key Project Personnel



**James Popp**  
President



**Dr. James Lane**  
Executive Board Member



**Tamu Thomas Walker**  
Executive Vice President



**Josh Ellis**  
Vice President



**Chad Gilbert**  
Executive Director of  
Human Resources



**Dr. Eric Jones**  
Director of Instruction &  
Data Services



**Dr. Michael Gill**  
Director of K-12  
Strategic Planning



**Dr. Tracy Epp**  
Strategic Instructional  
Solutions



**Rashard Wright**  
Associate Director of K-12  
Strategic Planning



**Dr. Jeff Smith**  
K-12 Strategic Advisor



**Andrew Feller**  
Director of Specialty  
Services



**Daniel Conaway**  
Director of Sales  
Management



**Elise Furst**  
Director of Project  
Management & Logistics



**Etta Holmes**  
Director of Program  
Management



**Abby Johnson**  
Associate Director of  
Specialty Services



**Monique Thomas Hardy**  
Associate Director of  
Program Management



**Dr. Sally I'Anson**  
Associate Director of  
Data Services



**Tiffany Davis**  
Associate Director of  
Recruiting

**Note:** Professional resumes can be found here: **SECTION IX - APPENDICES**

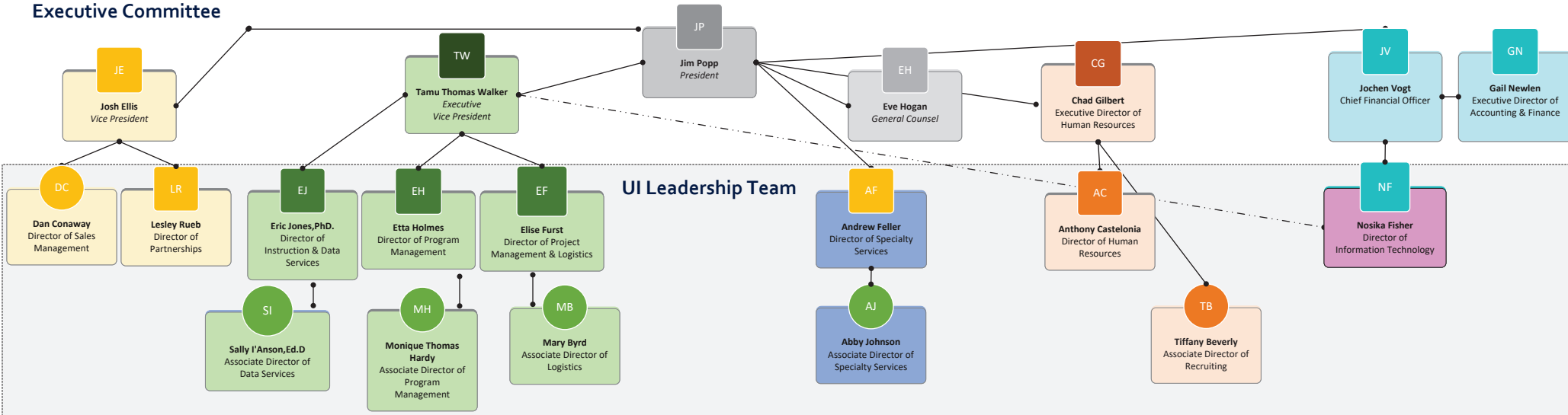
#### 1. Resumes for UI's Key Project Personnel



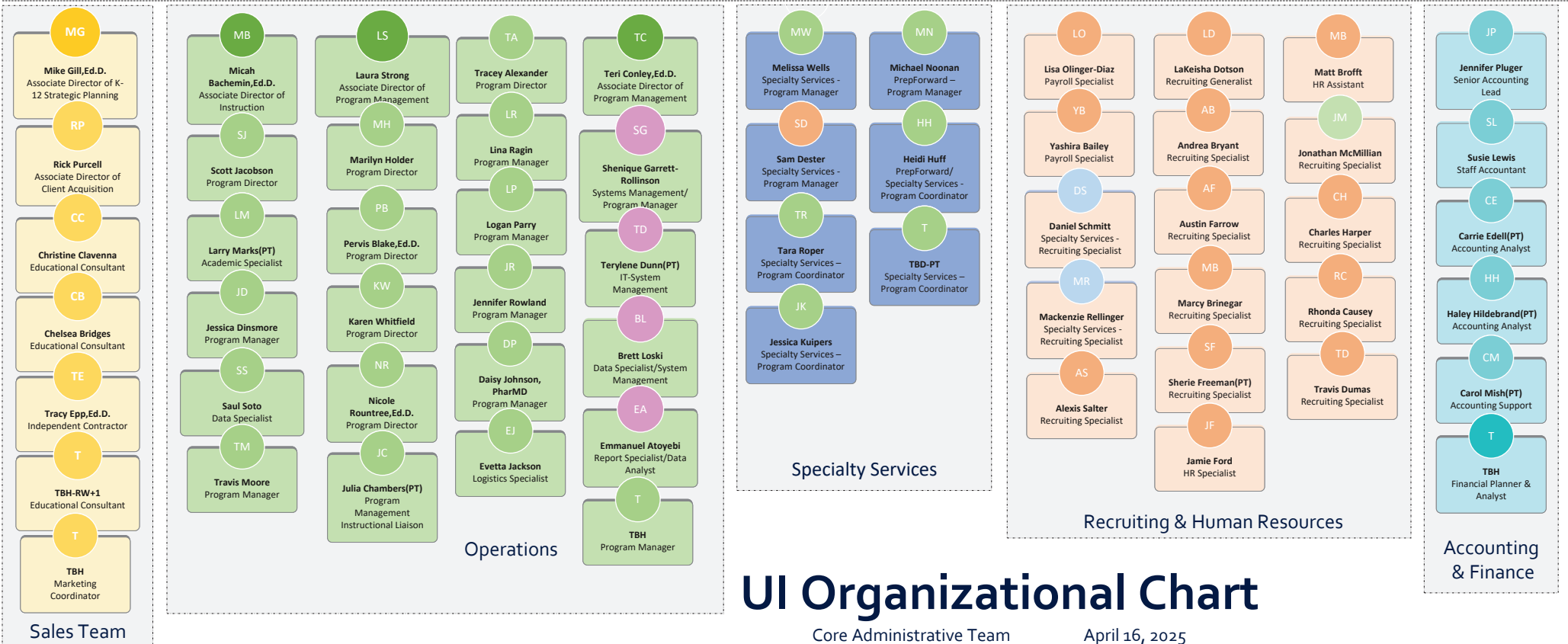
## UI's Leadership Team

	Combined Years with UI & K-12 / Higher Education
<b>James Popp, President</b>	31 Years
<b>Dr. James Lane, Executive Board Member</b>	25 Years
<b>Tamu Thomas Walker, Executive Vice President</b>	25 Years
<b>Josh Ellis, Vice President</b>	10 Years
<b>Chad Gilbert, Executive Director of Human Resources</b>	21 Years
<b>Jochen Vogt, Chief Financial Officer</b>	<1 Year
<b>Gail Newlen, Executive Director of Accounting &amp; Finance</b>	23 Years
<b>Eve Hogan, General Counsel</b>	19 Years
<b>Andrew Feller, Director of Specialty Services</b>	15 Years
<b>Dr. Eric Jones, Director of Instructional &amp; Data Services</b>	36 Years
<b>Dr. Michael Gill, Director of K-12 Strategic Planning</b>	36 Years
<b>Dr. Tracy Epp, Strategic Instructional Solutions</b>	29 Years
<b>Dr. Jeff Smith, K-12 Strategic Advisor</b>	30 Years
<b>Rashard Wright, Associate Director of K-12 Strategic Planning</b>	25 Years
<b>Anthony Castelonia, Director of Human Resources</b>	16 Years
<b>Dan Conaway, Director of Sales Management</b>	6 Years
<b>Elise Furst, Director of Project Management &amp; Logistics</b>	21 Years
<b>Etta Holmes, Director of Program Management</b>	22 Years
<b>Lesley Rueb, Director of Grants &amp; Procurement</b>	18 Years
<b>Nosika Fisher, Director of Information Technology</b>	<1 Year
<b>Abby Johnson, Associate Director of Specialty Services</b>	20 Years
<b>Laura Strong, Associate Director of Program Management</b>	21 Years
<b>Mary Byrd, Associate Director of Logistics</b>	7 Years
<b>Dr. Micah Bachemin, Associate Director of Instruction</b>	18 Years
<b>Monique Thomas Hardy, Associate Director of Program Management</b>	18 Years
<b>Rick Purcell, Associate Director of Client Acquisition</b>	12 Years
<b>Dr. Sally I'Anson, Associate Director of Data Services</b>	33 Years
<b>Dr. Teri Conley, Associate Director of Program Management</b>	31 Years
<b>Tiffany Davis, Associate Director of Recruiting</b>	15 Years
UI Leadership Team's Collective Years of Experience with UI and in K-12 & Higher Education = <b>585 Years</b>	

## Executive Committee



## UI Leadership Team



# UI Organizational Chart

Core Administrative Team

April 16, 2025



## Primary Points of Contact for UI Services

### Primary Contact for University Instructors LLC

**James Popp, President**  
**[jpopp@universityinstructors.com](mailto:jpopp@universityinstructors.com)**  
**(804) 665-2176**  
**4101 Cox Rd. Suite 200-24**  
**Glen Allen, VA 23060**

### A. Primary Contact for UI's TutorED™ Services

**Dan Conaway, Director of Sales Management**  
**[dconaway@universityinstructors.com](mailto:dconaway@universityinstructors.com)**  
**(308) 251-6223**

### B. Primary Contact for UI's InstructED™ Services

**Josh Ellis, Vice President**  
**[jellis@universityinstructors.com](mailto:jellis@universityinstructors.com)**  
**(757) 876-1336**

### C. Primary Contact for UI's EDforce™ Services

**Andrew Feller, Director of Specialty Services**  
**[afeller@universityinstructors.com](mailto:afeller@universityinstructors.com)**  
**(512) 470-0331**

### D. Primary Contact for UI's PrepForward™ Services

**Andrew Feller, Director of Specialty Services**  
**[afeller@universityinstructors.com](mailto:afeller@universityinstructors.com)**  
**(512) 470-0331**

### E. Primary Contact for UI's EPIC® Services

**Dr. Eric Jones, Director of Instruction & Data Services**  
**[ejones@universityinstructors.com](mailto:ejones@universityinstructors.com)**  
**(804) 640-2523**

### F. Primary Contact for UI's Professional Development & Coaching Services

**Dr. Eric Jones, Director of Instruction & Data Services**  
**[ejones@universityinstructors.com](mailto:ejones@universityinstructors.com)**  
**(804) 640-2523**

### G. Primary Contact for UI's Data Services

**Dr. Sally I'Anson, Associate Director of Data Services**  
**[sianson@universityinstructors.com](mailto:sianson@universityinstructors.com)**  
**(617) 865-9944**

### H. Primary Contact for UI's Grant Services

**Lesley Rueb, Director of Grants & Procurement**  
**[lrueb@universityinstructors.com](mailto:lrueb@universityinstructors.com)**  
**(832) 646-6200**

UI's Financial Audits have  
been removed in this  
REDACTED VERSION



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# SECTION V

## Service Approach & Methodology

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## Section V: Service Approach & Methodology

University Instructors (UI) is a national leader in K-12 education, recognized for delivering high-impact instructional services that transform student outcomes. While UI partners with districts to connect exceptional educators and support staff to the classrooms that need them most -- UI is not a staffing agency. UI is a mission-driven, people-powered instructional services provider.

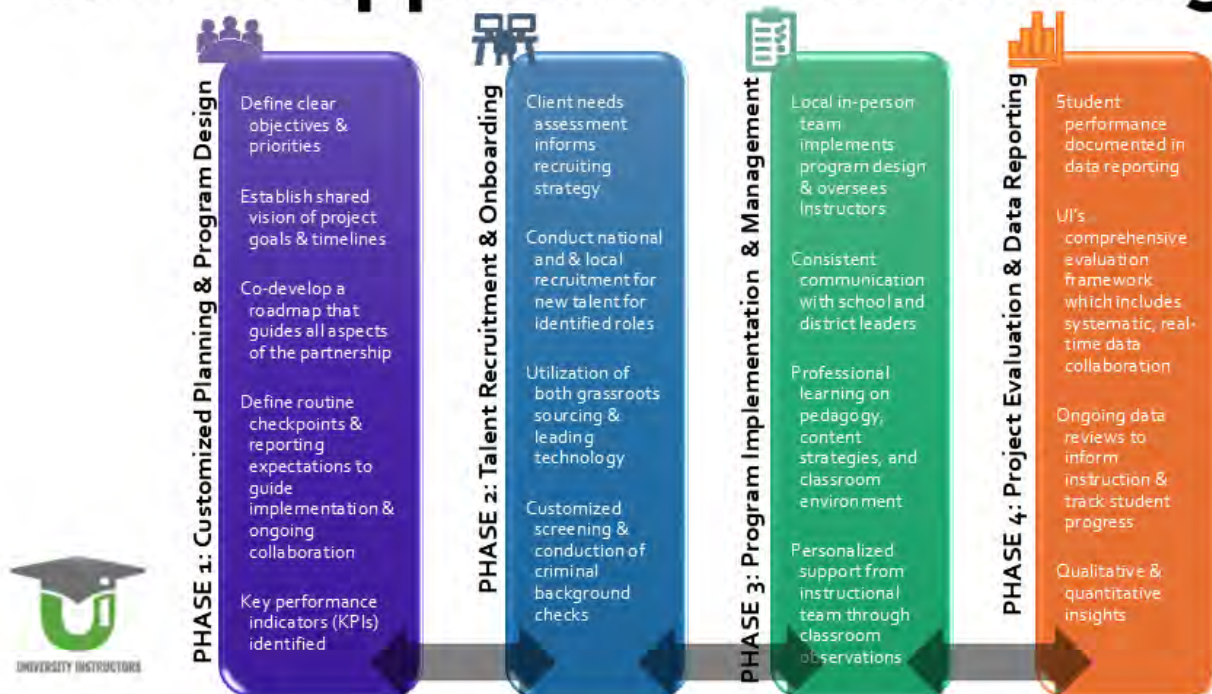
### The UI Approach & Methodology

The UI approach to successful partnerships is built around a comprehensive, four-phase methodology:

- 1) **Customized Planning & Program Design**
- 2) **Talent Recruitment & Onboarding**
- 3) **Program Implementation & Management**
- 4) **Project Evaluation & Data Reporting**

Each phase is interdependent, creating a cohesive system that equips partners to add capacity and strategic support needed to serve all students effectively and achieve their goals.

## The UI Approach & Methodology





UI programs are thoughtfully designed around the most current research in effective teaching and learning, ensuring that every solution offered is grounded in best practices. From academic intervention and instructional coaching to enrichment and extended learning opportunities, UI's goal is to empower all students, regardless of background or ability, to thrive academically and achieve long-term success.

UI believes that people make the difference. That's why UI staff focus so intently on elevating education through high-quality instruction, dedicated support, and a shared passion for student success.

## PHASE ONE: Customized Planning & Program Design

At University Instructors (UI), every instructional program, whether **TutorED™**, **InstructED™**, **EPIC®**, or **EDforce™**, is built on a foundation of collaborative, customized planning that reflects the unique priorities, student needs, and operational realities of each district partner. UI begins each engagement with a series of local planning sessions, working closely with district and school leaders to understand academic priorities, target populations, instructional pacing, assessment frameworks, staffing structures, and any contextual or community-specific factors that may influence implementation.

This deep discovery process allows UI to design and deliver programs that are not one-size-fits-all, but highly tailored and locally responsive. For example, a district may need high dosage tutoring through **TutorED™** to accelerate learning recovery in a specific grade band, co-teaching support via **InstructED™** to reduce class sizes in core subjects, instructional support for students in the out-of-school-time hours through **EPIC®**, or substitute coverage and certified instructional support through **EDforce™** to address staffing shortages in Special Education. In each case, UI adapts its program model, recruitment strategy, onboarding, scheduling, and data tracking to match the district's instructional vision, calendar, and systems. By co-creating programs around real-world constraints and project goals and continuously refining implementation through open communication and data review, UI ensures that every partnership delivers meaningful, measurable results for students and schools.

Local **Customized Planning & Program Design** informs all downstream efforts, which not only include recruitment, hiring, and placement but also how the partnership is internally staffed and managed. A hallmark of UI's model is the company's unwavering commitment to co-creation with school and district leadership to ensure UI programs are tailored, locally relevant, and positioned for impact from day one. Through structured meetings with district and school leaders at the beginning of the partnership, UI ensures a shared understanding of project goals, contextual factors, and success criteria, including:



- Define clear objectives and priorities for the partner's work together
- Establish a shared vision of project goals, timelines, and other critical needs
- Assess specific district needs, instructional expectations, and assessment practices
- Examine local instructional contexts, challenges, and community-specific factors
- Co-develop a roadmap that guides all aspects of the partnership
- Align on routine checkpoints and reporting expectations to guide implementation and ongoing collaboration.

During this phase, UI's key program personnel ensure:

- Collective understanding and the establishment of an aligned program with local instructional standards and curriculum.
- Instructors will be trained in local instructional and assessment practices through UI's professional learning.
- Participation in school/district professional development, complemented by UI's own continuous learning initiatives.
- Shared communication channels with district and school leaders are established.
- A program is designed to maximize student performance.

## **PHASE TWO: Talent Recruitment & Onboarding**

UI knows that exceptional program begins with great people. That's why UI has built a rigorous and mission-driven recruitment process designed to identify, onboard, and retain high-quality Instructors who are aligned with each district's unique needs and culture.

UI's recruitment and onboarding approach includes:

- Targeted sourcing strategies to attract diverse, committed educators who reflect the communities they serve for placement at specific school sites
- A multi-step screening and selection process that evaluates content knowledge, cultural competency, instructional mindset, and growth potential
- Thoughtful placement aligned to school-level priorities, student demographics, and subject expertise
- A comprehensive onboarding program that prepares Instructors with knowledge of district-specific expectations, assessment systems, instructional tools, and professional norms
- Early integration into school and district professional development structures assuring alignment from day one.



By prioritizing suitability, preparation, and mission alignment, UI builds instructional teams that are not only effective but also invested in the long-term success of students and schools.

### ✓ **Recruiting Excellence: The Foundation of Transformative Instruction**

Simply put, student outcomes improve when students are supported by educators who are not only knowledgeable, but also empathetic, committed, and culturally responsive. UI believes that truly transformative learning experiences begin with the people delivering them. UI's commitment to hiring, training, and retaining top-tier instructional talent ensures that UI Instructors are never simply auxiliary staff; they are catalysts for student success. UI Instructors are a part of the educator force behind the academic gains and success students served in UI programs experience one subject, one session, one breakthrough at a time.

Understanding that recruiting quality educators is essential to the success of any instructional program. UI's recruiting team operates with urgency, precision, and purpose, 24/7, to identify, engage, and hire educators who are specifically aligned to the instructional goals and unique needs of UI's district partners. Every UI instructor, whether placed through **TutorED™**, **InstructED™**, **EPIC®**, or **EDforce™**, holds a minimum of a bachelor's degree and brings demonstrated experience in education or youth development, and for secondary placements, with prioritization for those who majored in the subject they will teach, ensuring that UI's talent pool reflects both education experience and a passion for impact. UI also knows that credentials alone are not enough. UI's comprehensive vetting process evaluates academic history, relevant experience, and critically, each candidate's capacity to build meaningful relationship with students. UI also recruits for growth-mindset and mission alignment; seeking out those who see education as a vehicle for student agency and empowerment and view themselves as change agents, committed to helping students over barriers to learning, build self-efficacy, and achieve academic success.

To meet the evolving demands of districts nationwide, UI has built a robust and scalable recruiting infrastructure. UI's team includes 14 full-time recruiters, supported by a trained network of per diem recruiters who can quickly mobilize during high-demand periods. This team is strategically aligned across time zones, allowing UI to recruit and onboard Instructors with speed, consistency, and quality assurance in any location, nationwide, without compromise. UI also offers the latest, cutting-edge recruiting and background screening tools and technology that empower UI staff to deliver highly qualified Instructors within seven (7) days for typical placements, and within four (4) weeks for placements requiring specialized qualifications or certifications.

UI's recruitment strategy emphasizes diversity, equity, and representation. UI utilizes an advanced digital recruitment ecosystem that combines targeted outreach with culturally competent messaging to attract qualified candidates across racial, linguistic, cultural, and



experiential backgrounds. Through platforms such as search engines, mobile apps, social media, and email, UI connects with mission-aligned educators, including bilingual and multilingual candidates who reflect the demographics of the communities served. While English and Spanish are the most requested languages, UI can recruit staff in additional languages to accommodate local needs.

In addition to ensuring the academic and instruction qualifications of individuals hired, UI also ensures that all Instructional staff placed to work directly with participating students have met district requirements:

Minimum Staffing Requirements	UI Compliance
Current/retired teachers or other highly qualified individuals who have credentials in specific core subjects for grade levels assigned	✓
Bachelor's degree, or higher	✓
Experience and proficiency in delivering content in person	✓
Completion of UI's Onboarding & Training	✓

#### ✓ **UI's CBCs for Full-Time Personnel & Instructional Staff**

UI has well-defined protocols to ensure all talent hired has undergone a thorough criminal background check. Background checks that screen for criminal activity from the past seven (7) years are conducted on all program staff and annually for all returning employees. All offers of employment are contingent upon clear results of the standard background check, satisfactory performance on any skill testing requirements, where applicable, and clearance by a participating school's designee(s).

Background checks include:

- **Single-Jurisdiction Criminal Check:** A criminal record search is performed in the candidate's current county of residence unless otherwise specified by the client. A central court search reveals felony and misdemeanor convictions and pending cases within the last seven (7) years, subject to availability and applicable reporting limitations. This service excludes all alias names.
- **Multi-State Instant Criminal & Sex Offender Registry Check:** This is a query made to a criminal records database containing information from all states using the applicant's identifiers. When a possible match is found, it is returned as a jurisdiction to be searched for without providing the underlying criminal information. Once the jurisdiction has been determined, it is added to the list of counties determined by the Social Security Number / Address Verification, and the background check is processed. This protocol is necessary under the Fair Credit Reporting Act. When a public record is used to make an employment



decision, one can only rely on the current state of that record, necessitating contemporaneous verification.

*This check consists of data obtained from the state-based Department of Corrections, the administrative office of the courts, the Bureau of Criminal Apprehension, registered sex offenders, and/or the Department of Criminal Justice Records, various county criminal records, and data from other applicable government agencies where available.*

- **Federal Criminal Check:** Federal criminal record search based on the last seven (7) years of the candidate's address history derived from SSN trace results. Each district found from the candidate's address history will be searched. The U.S. District Court search reveals convictions and pending cases within a minimum of the last seven (7) years, subject to availability and applicable reporting limitations.

**Personal and Professional References:** Electronic correspondence is initiated with individuals listed as references by the applicant.

## ✓ Initial Onboarding

Once the right people have been identified for UI's partner district, initial onboarding begins along with provisions for professional learning and support. During onboarding the initial focus is on ensuring clarity of expectations, understanding of local context and emphasizing the overall orientation UI requires of its Instructors.

### 1. Aligned Local Instructional Understanding

UI Instructors possess deep content knowledge, mastery of state-aligned standards, and fluency in research-based instructional strategies. Many are certified educators, retired teachers, or subject-matter experts with classroom experience. They are trained to scaffold learning, differentiate effectively, and make real-time instructional decisions based on student needs. UI staff ensure they know state standards and any additional local instructional emphasis that has been communicated during the **Customized Planning & Program Design** phase.

### 2. Cultural Competence & Relationship Building

UI Instructors understand that learning is deeply personal. They build trust with students, value the diverse identities and experiences learners bring to the classroom, and employ culturally responsive strategies that foster inclusion, relevance, and engagement.





### 3. **Data-Driven Mindset**

Instructors are trained to collect and analyze formative data through tools like **TutorED™ Track**, UI's proprietary data system. Through regular progress monitoring, session logs, and assessment checkpoints, Instructors adjust pacing and focus to maximize instructional time and student growth.

### 4. **Professionalism & Collaboration**

UI Instructors are not just educators, they are collaborators. They work closely with classroom teachers, coaches, and school leaders to ensure instructional alignment. During initial onboarding, they learn the specific professional expectations for the school(s) they will be serving.

## **PHASE THREE: Program Implementation & Management**

**Program Implementation & Management** is where planning and design become action. While recruiting and hiring great educators is foundational, UI's approach to implementation and program management is what leads to student success and district partner satisfaction. UI is an "on the ground" partner, ensuring the project's success every step of the way, focused on successful implementation to accomplish the goals and priorities in the **Customized Planning & Program Design** phase.

UI's key elements of program management include:

- Regular classroom observations and feedback loops
- Continuous instructional support, coaching, and mentoring
- Ongoing alignment with school and district leaders through check-ins, updates, and collaborative problem-solving
- Swift identification and resolution of challenges to maintain program fidelity and effectiveness
- Frequent performance observations and check-ins
- Responsive and proactive communication with school and district leaders.

This phase is dynamic and deeply collaborative as UI staff monitor program fidelity, surface and solve challenges quickly, and make continuous adjustments to ensure alignment with the district's evolving needs and goals. The entire UI team is not just a liaison; the team are embedded partners in the success of each initiative. This hands-on support drives quality and continuity across every school site served.



## **UI's Integrated Approach to Instructional Partnership**

UI's strength lies in its deep integration with district and school-based teams. UI Instructors are not isolated support providers – they are embedded within the instructional ecosystem functioning as both extensions of the classroom and active members of the school community.



### **Collaborative Planning & Instructional Alignment**

Through consistent collaboration with school personnel, UI Instructors align their work with district priorities, pacing guides, and lesson plans. They regularly join grade-level and content-area planning sessions, attend staff meetings, and engage in professional dialogue that enhances instructional cohesion and relevance.

This partnership allows Instructors to design responsive, targeted learning experiences that address specific student needs and accelerate academic progress.



### **Partnership in Continuous Improvement**

Program management staff work closely with school-based contacts to ensure curriculum and instruction remain tightly aligned with evolving student needs. As part of this collaboration, UI requests the following from district or school partners:

- Student outcomes and/or social-emotional learning data
- Scope and sequence information
- Focus standards
- Current lesson plans



### **Real-Time Communication and Feedback**

To maintain alignment and adaptability, UI Instructors engage in ongoing communication with classroom and/or assigned partner teachers. Short, purposeful check-ins provide opportunities to ask about recent assessments, observed student growth, upcoming content priorities, and any roster changes. These conversations ensure instruction remains timely, relevant, and connected to the classroom experience.

Instructors log session data, reflect on student outcomes, and track academic behaviors – creating a feedback loop that supports continuous improvement and promotes a holistic understanding of each learner.



This integrated approach ensures that instruction is not only aligned with classroom goals but also responsive and personalized, providing optimal support at the right time to help every student succeed.

STEP ONE: Set or Refine Goals Using Data	
✓	Individual student goals are established using diagnostic and benchmark data provided by the district. UI receives this data for each student before the start of instructional services.
STEP TWO: Deliver Targeted Instruction	
✓	Instructional sessions are designed and delivered by UI Instructors in collaboration with school and instructional leaders, helping UI Instructors tailor support to meet each student's specific academic needs.
STEP THREE: Assess & Monitor Progress	
✓	UI Instructors continuously gather formative and summative assessment data when working with students in small or whole group settings to include exit tickets, quick quizzes, and comprehensive assessments to monitor student progress and understanding.
STEP FOUR: Report on Learning & Progress	
✓	UI Instructors collaborate regularly with classroom teachers and instructional leaders to review formative and benchmark data, as well as in-class performance. These ongoing conversations inform goal updates and adjustments to instruction, ensuring a responsive and data-informed approach.

UI Instructors reflect on the student's learning and understanding of the material and records data for each instructional class or session. This information is used to track progress toward mastery of academic skills and determine future short-term goals. UI coordinators review data weekly and support Instructors, as needed, by providing coaching and guidance, offering additional resources, content knowledge, and/or instructional and social-emotional learning strategies.



## Professional Learning and Training as a Launchpad for Student Success

UI's Pre-program training is a vital step in preparing Instructors to meet challenges with clarity, confidence, and skill.

### 1. Grounding in Standards & Curriculum Requirements

UI's Pre-program training equips Instructors with a clear understanding of state standards, district curricula, and school-specific goals. For **TutorED™** Instructors this ensures that instruction reinforces and extends what students are learning in their core classes, rather than introducing disconnected or duplicative content. Alignment with classroom instruction is key to accelerating academic growth and closing learning gaps. For



**InstructED™** Instructors, this alignment with state standards and school pacing guides ensures that students are successful in mastering course content.

## **2. Focusing on Progress Monitoring & Formative Assessments**

During training, Instructors are introduced to UI's instructional approach, including how to use the **4-point Rubric of Student Understanding**, implement lesson frameworks, and log data using **TutorED™ Track**. This shared framework creates consistency across Instructors and sites, allowing for more reliable data collection, smoother coordination with school staff, and better tracking of student progress over time.

## **3. Building Skills in Differentiation and Responsive Instruction**

Every student learns differently. Pre-program training ensures UI Instructors are prepared to differentiate instruction, scaffold complex skills, and adjust their teaching based on student readiness levels. UI Instructors learn how to recognize signs of misunderstanding, ask probing questions, and deliver instruction that is both rigorous and accessible.

## **4. Enhancing Classroom Management and Student Engagement Strategies**

Even in small-group or one-on-one settings, managing student behavior, sustaining engagement, and fostering a productive learning climate are essential. Training helps Instructors develop tools for relationship-building, culturally responsive practices, and the creation of learning environments where students feel seen, supported, and motivated.

## **5. Cultivating a Data-Driven Mindset**

UI's training emphasizes the importance of formative and summative assessment, goal setting, and data analysis. UI Instructors are taught how to use ongoing performance data to identify learning trends, adjust instruction, and collaborate effectively with classroom teachers and site staff. This ensures that instruction is not just delivered but is continuously optimized.

## **6. Reinforcing the Mission and Mindset of Equity-Driven Instruction**

Finally, Pre-program training helps Instructors connect their work to UI's broader mission to expand opportunity, reduce achievement gaps, and empower all students to reach grade-level proficiency. Instructors are grounded in the "why" behind their work, which fuels both accountability and passion throughout the program.

UI provides various professional development and training courses for Instructors, including Pre-program training modules and additional training sessions conducted throughout the program. UI's Pre-program training sets the stage for successful early program implementation. It transforms capable Instructors into instructional leaders and ensures every tutoring session or lesson is intentional, impactful, and aligned for student success. By investing in comprehensive training upfront, UI sets the stage for powerful academic growth in the core subjects.



Below is a sample of the Pre-Program modules that UI Instructors complete before beginning an assignment. The specific models assigned are specific to the grade level, content, and role that each Instructor will serve in the school setting:

Module Title	Objective
<b>Collaborative Best Practices</b> (ES/MS/HS)	Define collaborative teaching and identify and explain the five models of co-teaching as presented.
<b>Small Group Pedagogy</b> (ES/MS/HS)	Recall and explain the basic elements involved in planning, delivering, and assessing a lesson, as well as designing, planning, delivering, and evaluating effective small group instruction.
<b>The Instructional Model Part 1 – Group Planning</b> (ES/MS/HS)	Understand and align the processes of planning, instructional delivery, and assessment. Identify examples of the backward design model, planning process steps, SMART goals, Bloom’s Taxonomy, flexible grouping, authentic learning, and the gradual release model.
<b>The Instructional Model Part 2 – Whole Group Delivery</b> (ES/MS/HS)	Understand and align the processes of planning, instructional delivery, and assessment. Identify examples of evidence-based practices, activating prior knowledge, making connections, growth mindset, high expectations, active student engagement, teacher versus student talk, Marzano’s 9 High-Impact strategies, transitions, and lesson closure.
<b>The Instructional Model Part 3 – Whole Group Assessment and Reflection</b> (ES/MS/HS)	Understand the importance of aligning the planning, instructional delivery, and assessment processes. Identify examples of various types of assessments, including diagnostic, formative, and summative assessments, along with providing practical, relevant, and timely feedback.
<b>Behavior Management Part 1</b> (ES/MS/HS)	Understand the important role of group expectations and clear procedures in creating a positive classroom culture and managing behaviors from day one.
<b>Behavioral Management Part 2</b> (ES/MS/HS)	Understand social-emotional learning and learn strategies for managing classroom behaviors.
<b>Science of Reading – Phonemic Awareness</b> (ES only)	Identify the Science of Reading and how it drives instructional practice. Explain phonemic awareness and why it is essential to learn to read. Share specific instructional techniques you can use to build students’ phonemic awareness.
<b>Science of Reading – Phonics</b> (ES only)	Define phonics and explain why it is essential to learn to read. Understand some of English’s most common letters or letter combinations (graphemes). Learn three strategies for teaching phonics to increase an individual’s word-level reading and spelling skills.
<b>Science of Reading – Fluency</b> (ES only)	Understand what fluency is, why it is essential to learn to read, and how to build students’ fluency. Lead a repeated reading tutoring session following the scientific findings on reading fluency. Generate fluency drills of foundational skills to improve long-term memory.
<b>Science of Reading – Vocabulary</b> (ES only)	Understand why a reader needs depth and breadth of vocabulary to increase comprehension and written expression skills. Generate activities from existing materials that promote the development of word consciousness and indirect methods for improving vocabulary. Use different strategies for teaching vocabulary in fun and memorable ways.
<b>Science of Reading – Comprehension</b> (ES only)	Understand how students build comprehension and what can make it difficult. Learn high-impact reading comprehension strategies to support students in improving reading comprehension.



### ✓ Ongoing Professional Learning for UI Instructors

UI also offers ongoing professional learning for Instructors throughout the life of the program. These asynchronous modules and synchronous interactive sessions provide targeted support in areas such as teaching practices, classroom management, differentiation, and students receiving services, just to name a few. These professional learning sessions are responsive to feedback gathered by UI staff through observations and district/school leaders. UI offers these opportunities on a monthly cadence.

Each UI Program-Specific Training session is explicitly aligned to the program parameters of the placed Instructor's assignment. This session provides Instructors with the information and logistics needed for successful implementation. This specific training program outlines the contractual program model, expectations, and additional strategies reinforced from UI's Pre-Program Training.

### ✓ Instructor Learning Communities (ILC)

Instructor training and development do not end when they are placed in schools. During the school year, UI offers Instructors bi-weekly ILCs. These sessions are developed to incorporate feedback from observations by UI's Program Management Team and from UI's district partners to strengthen pedagogy, communication, and program effectiveness. Each program's ongoing professional learning is structured based on the students' needs. Assistance and support cover the following:

- Training for instructional staff, including best practices for developing meaningful student/instructor relationships for increased engagement, content-specific training, data-based decision-making, and stakeholder communication (e.g., administrators, teachers, parents)
- Instructional coaching/mentoring through session observations; insights shared with school administrators and program contacts
- Resource selection, alignment to state standards, and in-depth review of scope and sequence at the school level to determine the focus
- Inventory needs regarding content and curriculum; conduct reviews with schools on local resources that should be leveraged (ascertain if additional supplementary resources may be needed)
- Consultation with in-house subject matter experts to ensure program delivery parameters and logistics are sound and in compliance with best practices.

### ✓ **Embedded Coaching & Instructional Feedback**

UI's Program Management Team and academic specialists regularly observe instructional sessions to support continuous improvement. These observations are not compliance checks—



they are coaching opportunities, designed to refine instructional delivery and increase student impact.

UI staff are highly trained in classroom observation, data analysis, and instructional leadership. Through modeling best practices, providing real-time feedback, and offering formal coaching when needed, key program personnel ensure UI Instructors are equipped to adapt, iterate, and elevate their teaching. As Instructors deepen their understanding of UI's instructional methodology, they build the confidence and capacity to respond flexibly to student needs and instructional challenges.

### **Accountability for Student Outcomes**

At UI, instructional quality is measured by its impact on student learning. Throughout the program, Instructors are supported and coached around a set of core, results-driven questions:

- What do we want students to know and be able to do?
- Are students making measurable academic progress through UI-led instruction?
- How much growth are students demonstrating, on average?
- How does this growth compare to peers not receiving UI support?

These questions are not only diagnostic, but they also drive instructional accountability and data-informed decision-making at every level.

One illustrative example of how this happens is in UI's TutorED™ program: UI Instructors log data after each session that reflects on the student's learning and understanding of the materials and conveys the students' behavior, attitude, growth, etc. This information is used to track progress toward mastery of academic skills and determine short-term goals. UI coordinators review session logs weekly and support Instructors as needed by providing coaching and guidance, offering additional resources, sharing content knowledge, and/or instructional and social-emotional learning strategies.

## **PHASE FOUR: Project Evaluation & Data Reporting**

Evaluation is not an afterthought -- it is an essential, integrated element of every project. From start to finish, UI systematically collects and analyzes performance data to monitor progress, ensure accountability, inform decision-making and refine areas needing improvement, ensuring that all instructional initiatives are evidence-based, precisely measured, and continually refined to maximize student impact.





At the outset of each project, UI collaborates with district leaders to define key performance indicators (KPIs) aligned with local goals, whether those include academic growth, attendance, engagement, instructional alignment, or equity. These KPIs form the foundation for ongoing monitoring and strategic adjustments.

## ✓ UI's Comprehensive Evaluation Framework

### ✓ Real-Time Data Collection & Monitoring

Using UI's proprietary TutorED™ Track platform, Instructors log session-level data, including attendance, content coverage, student understanding (via a 4-point rubric), and qualitative observations. This enables:

- Real-time instructional adjustments
- Identification of students needing additional support
- Monitoring of implementation fidelity

### ✓ Multi-Layered Progress Reviews

Evaluation is embedded in every level of the instructional cycle:

- **Session Level:** UI Instructors use formative assessments (Quick Checks™, engagement observations) to gauge student mastery.
- **Weekly & Bi-Weekly Meetings:** Project staff, teachers, and district stakeholders review aggregated and disaggregated data to inform instructional strategies.
- **Midpoint & Final Reports:** Custom reports track progress toward defined goals featuring visualizations and analysis tailored to program KPIs.

### ✓ Integrated Qualitative and Quantitative Insights

UI combines hard metrics with human perspectives for a well-rounded evaluation:

- Academic growth, attendance, and engagement data
- Teacher feedback on alignment and student progress
- Student reflections on learning experiences
- Site-level implementation observations

This dual approach provides a nuanced understanding of both student outcomes and instructional effectiveness.



## ✓ **District-Aligned Reporting**

All evaluation outputs are co-developed with district partners to ensure useability and relevance. Reports may include:

- Correlations between tutoring and academic growth
- Disaggregated data by campus, grade level, and subject
- Crosswalks aligning UI metrics with state or district standards

## ✓ **TutorED™ Track: Centralized Instructional Intelligence Hub**

At the heart of UI's evaluation services is the TutorED™ Track system—a centralized platform that streamlines session logging, progress tracking, and report generation. Features include:

- Dashboards for administrators and teachers
- Session-specific tagging (e.g., IEP goals, ELL supports, academic content)
- On-demand access to student progress reports, attendance patterns, and engagement trends
- Secure, FERPA-compliant data storage and retrieval

## ✓ **Continuous Improvement and Strategic Planning**

Evaluation data is not just collected, it drives action. UI uses evaluation findings to:

- Inform instructional coaching and staff development
- Calibrate Instructor performance and provide feedback loops
- Identify content gaps, pacing adjustments, and groupings for reteaching
- Shape future program design, resource allocation, and district strategies

## ✓ **Validity, Reliability, and Statistical Analysis**

UI ensures data quality through established statistical methods:

All assessments, including UI's internally developed 4-Point Rubric and UI Quick Checks™, are developed with the following elements:

- **T-Tests:** Used to determine the statistical significance of program outcomes, with a standard p-value threshold of 0.05 (95% confidence level). UI programs use the accepted p-value of 0.05 as a benchmark for significance, meaning there is a 5% chance that any connections between comparative data are due to random chance.



Conversely, one could also say that the two values have a 95% likelihood of being interrelated.

- **Outlier Management:** Data points beyond interquartile ranges or  $\pm 3$  standard deviations are reviewed and potentially excluded to maintain data integrity.
- **Assessment Design:** UI's 4-Point Rubric and Quick Checks™ are developed for validity (measuring intended skills), reliability (consistency across contexts), and bias mitigation (culturally responsive, differentiated, and normed).

### ✓ **Embedded, Ongoing Evaluation to Maximize Student Impact**

With over 31 years of experience, UI treats evaluation as a continuous, embedded process – not a one-time event. This approach supports instructional improvement, fosters transparency, and drives meaningful outcomes for students.

Through collaboration with partners like Henrico County Public Schools, UI integrates evaluation into every phase of its tutoring model. Together, UI staff, school leaders, and teachers build a support network aimed at helping K-12 students – especially those disproportionately affected by systemic inequalities – to succeed in core academic areas.

### ✓ **Robust Reporting**

Depending on a district's preference and program goals, partners select the UI report(s) that optimally align with requested performance tracking specifications. Some districts desire a more detailed level of data to track student learning and growth, while others request only a minimum level of data like tracking Instructor attendance. In accordance with district preference, UI possesses the ability to provide a range of reporting options which are determined in the **Custom Planning & Program Design** phase.

UI Instructors log information into TutorED™ Track regularly, and each quarter UI provides district leads with a variety of reporting options to select from:

UI Report Name	Partner Report		
<b>Purpose of Report</b>	Regular monitoring of indicators of program success and student growth.		
<b>Intended Users</b>	✓ District Leaders	✓ Program Leaders	✓ Department & MTSS Leaders
	✓ School Leaders & Teachers	✓ UI Academic Specialists	✓ UI Program Managers & Coordinators
<b>Summary of Data</b>	Permits division and school leaders to visualize the impact of UI across schools, subject areas, and grade levels – delving deeper into whole group, small group, and individual student academic performance, SEL, and PBIS indicators.		



UI Report Name	<b>Session Report</b>		
	*Designed for districts that do not want UI to track individual student performance.		
<b>Purpose of Report</b>	Regular monitoring of instructional support by session, minutes, school, grade, and subject or course.		
<b>Intended Users</b>	✓ District Leaders	✓ Program Leaders	✓ Department Leaders
			✓ UI Program Managers & Coordinators
<b>Summary of Data</b>	Information provided in the Partner Report minus student performance information.		

UI Report Name	<b>Instructor Report</b>		
	*Designed for districts that want UI to only track the number of students in each session.		
<b>Purpose of Report</b>	Regular monitoring of instructional support by Instructor sessions, minutes, grade, and subject or course.		
<b>Intended Users</b>		✓ Program Leaders	
	✓ School Leaders		✓ UI Program Managers & Coordinators
<b>Summary of Data</b>	Permits district and school level leaders to closely examine individual Instructor performance as well as use their pictures to help them recognize UI Instructors and learn more about them from their bios.		

UI Report Name	<b>Correlations Report</b>		
<b>Purpose of Report</b>	Value of UI program to improve student outcomes.		
<b>Intended Users</b>	✓ District Leaders	✓ Program Leaders	✓ Department Leaders
	✓ School Leaders		
<b>Summary of Data</b>	Statistical relationships between the number of UI sessions attended and student academic growth.		

UI Report Name	<b>Customized Report</b>		
<b>Purpose of Report</b>	Determined by the school district.		
<b>Intended Users</b>	✓ Identified by the school district		
<b>Summary of Data</b>	Possible Uses: Federal, state, or local grant reports, university research, or other program partnership reports.		



## ✓ Sample Reporting Capabilities

### Sample 1: TutorED™ Partner Report

UI's most comprehensive and detailed report, the Partner Report, provides districts the ability to see multiple KPIs, ranging from information as to the scope and frequency of tutoring sessions to a more detailed view into student learning (Figure 1). Overall, this report provides a detailed view of to what extent UI Instructors are spending time with students in tutoring sessions at each school and across the district as well as the extent to which students are progressing with key learning standards (Figure 2).

For example, as Figure 2 shows, this report provides data visualizations of the level of student understanding of the standards taught, the level of student engagement, and student behavior during instruction support sessions in a specified period. These metrics can be filtered by school, grade, subject, instructor, and student. Weekly session information is also displayed in a bar graph along the bottom right of the page.

This report also displays key program contact information including the District Point of Contact, the UI Customer Success Manager, and the UI Program Director. Clear and regular communication is essential to the ongoing success of UI's programs. Having these contact details readily available helps foster communication and build relationships.



**Figure 1.** Report demonstrating specific details of all sessions by date. Some key performance indicators include total sessions, total hours, average sessions per week, average minutes per session, total schools served, total number of Instructors, total number of students served, and more.



**Figure 2.** The second page of the UI Partner Report tracks student performance in terms of student understanding of taught standards, behavior, and engagement. UI Instructors rate students’ understanding using UI’s 4-point rubric. Filters at the top of the page adhere to specific dimensions showcased permitting information to get more granular in subsequent reports.

**Sample 2: TutorED™ Session Report**

The Session Report is designed to provide insight into the frequency and scope of instructional support sessions without individual student information. Districts in states that prevent the sharing of student data typically choose the Session Report.



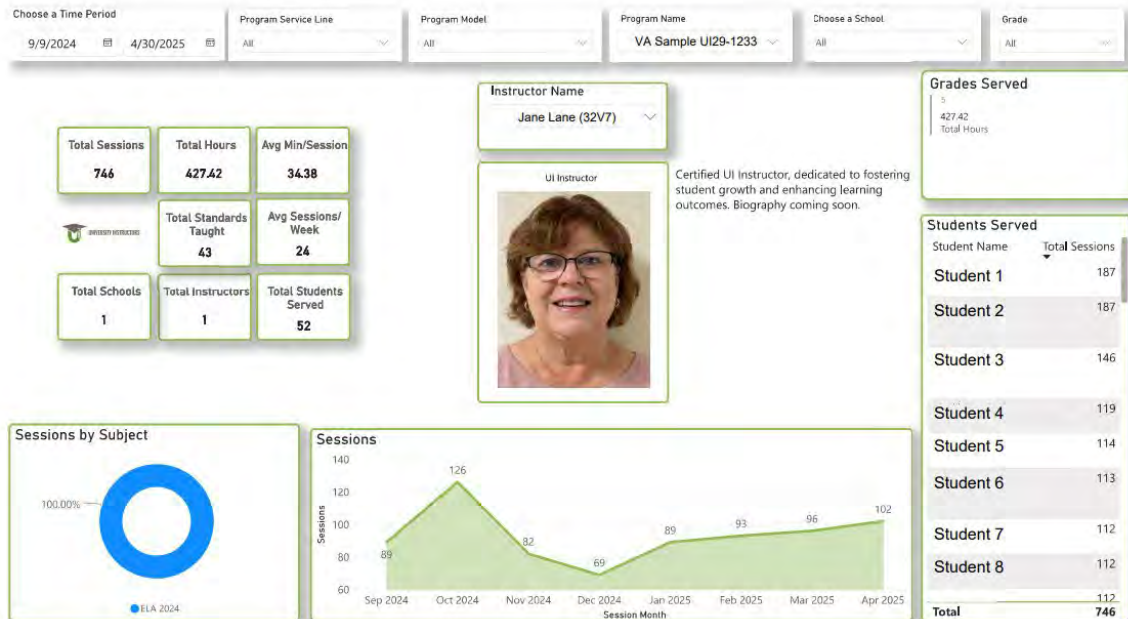
**Figure 3.** The summary of session metrics provides a snapshot of the overall impact including total sessions delivered, average sessions per week, average session duration, and the total number of students served.





### Sample 3: TutorED™ Instructor Report

The Instructor Report is limited to Instructor information only. Again, this is a great report option for districts that don't agree to data sharing. This report is designed to enhance school and district level collaboration with UI Instructors by providing insight into their K-12 teaching background, experience, and education. In addition, graphs and tables within the report provide detailed information regarding their instructional support sessions.



**Figure 4.** Report displaying the tracking of Instructor progress throughout the year. Metrics can include individual names of students served, number of sessions, subjects covered, standards taught, grades served, total tutoring hours, and more. This report is used to hold UI Instructors accountable and ensure they meet all expectations, fostering a healthy rapport with students, and delivering effective instruction.

### Sample 4: TutorED™ Student Academic Growth Correlation Reporting

UI has always believed that small group instruction is a powerful tool to improve student outcomes. Over the last four decades, research on the effectiveness of the strategy has proven this to be true. Scrutiny of district and school spending is omnipresent and transparent connections between spending and demonstrated student growth on statewide, national and international assessments are required and expected. UI provides its partners with the data they need to justify and support continued investment in UI products and program solutions. In addition to UI's standard End of Program Report, which district partners receive within one-month of the program end date, UI offers customized correlation analyses and reporting services that are customized to each district's goals and local needs.



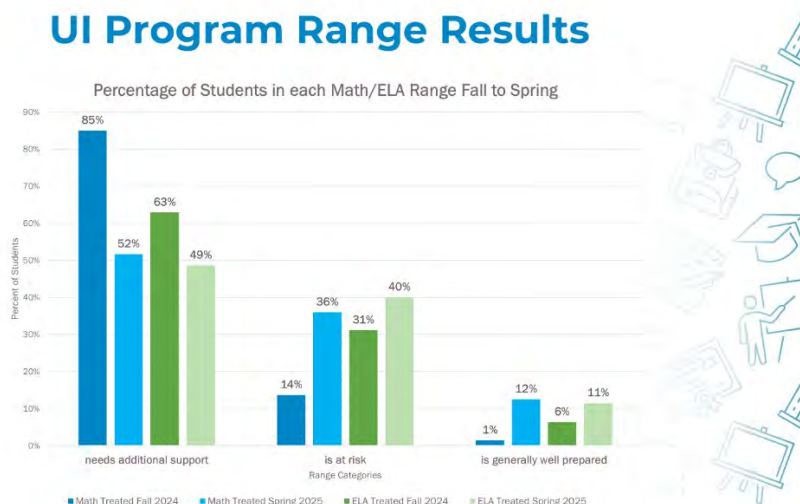


As a mission-driven company, UI conducts correlation analyses to evaluate the impact of the company's programs whenever possible. Of course, this is dependent on the level of data-sharing agreements available from the partner district and because it is highly district-specific, UI works closely with each partner to determine the best way to incorporate an analysis of student achievement correlations with UI services unique to the specifics the partnership and the data sharing agreement. In addition to providing district partners with this analysis, and if desired, custom visualizations, program staff also use the insights gleaned from this analysis for internal continuous improvement in program quality and design.

Should the district opt for detailed correlation analysis, UI's Data Services team collaborates with district staff to ensure that the correlation report(s) accurately corresponds to the districts' instructional support goals. Once the district selects which indicators they want to correlate, UI's Data Services team runs the TutorED™ Track session data, and the district-provided student assessment data through a series of analytical and statistical tests. Before publishing a visually interesting and compelling Correlation Report highlighting student academic growth, UI collaborates with the district to ensure it meets their accountability requirements.

For UI district partners that prefer to use their in-house data team to analyze data and provide reporting, UI is happy to provide the district with their raw UI data in a CSV file or other format. As a standard practice, UI always uses a secure data transfer protocol when sharing or receiving student data.

Below are several examples of UI provided student achievement correlation analysis that are presented to a partnering district to understand and communicate the impact of UI programs.



**Figure 5.** A Correlation Report reflecting the partner districts' interest in knowing the change in percentages of students participating in UI small group instruction, who moved from the lowest to the middle and the highest range between the fall and spring administrations of the Virginia Standards of Learning Assessments in math and ELA.