



**SOLICITATION  
BY  
CITY OF HOUSTON, TX  
FOR**

**WASTE CARTS, RECYCLING CARTS, CART PARTS, AND  
RELATED PRODUCTS AND SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT  
AGENCIES AND MADE AVAILABLE THROUGH  
GOVMVMT PURCHASING COOPERATIVE**

Solicitation No. Doc1326388520



# PART 1 - REQUEST FOR PROPOSALS (RFP)

**SOLICITATION TITLE:** Waste Carts, Recycling Carts, Cart Parts, and Related Products and Services

**SOLICITATION NO.:** Doc1326388520

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**Date Issued:** October 25, 2024

<b>Pre-Proposal Conference:</b>	November 7, 2024 @ 9:00 AM (CT) Microsoft Teams Meeting Join on your computer or mobile app <a href="#">Click here to join the meeting</a> Meeting ID: 229 488 853 764 Passcode: ug5hj4 Or call in (audio only) Conference Number: (936) 755-1521 Conference ID: 461 768 504# (Please mute your phone for the duration of the call)
<b>Pre-Proposal Questions Deadline:</b>	November 14, 2024@ 4:00 PM (CT)
<b>Solicitation Due Date:</b>	December 12, 2024@ 4:00 PM(CT)
<b>Solicitation Contact Person:</b>	Jessica Vargas <a href="mailto:Jessica.Vargas@houstontx.gov">Jessica.Vargas@houstontx.gov</a> (832) 393-8025

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**Project Summary:** Waste Carts, Recycling Carts, Cart Parts, and Related Products and Services.

**NIGP Code:** 450-34

**MWBE Goal:** 0%

**Important Notice About the City's Early Payment Discount Program:** The City's standard payment term is to pay 30 days after the receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

## **PART 2 –GENERAL INFORMATION**

### **1.0 SUMMARY AND SCOPE OF NATIONAL COOPERATIVE**

The City of Houston, Texas (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein ‘Participating Public Agencies’) intends to enter into a Master Agreement for a complete line of Waste Carts, Recycling Carts, Cart Parts, and Related Products and Services (herein “Products and Services”) with a qualified Proposer(s) (hereinafter, “Proposer” or “Supplier”) to assist the City with the aforementioned initiative.

#### **1.1 Objectives**

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

#### **1.2 General Definition of Products and Services**

Proposers are to propose the broadest possible selection of waste carts, recycling carts, bins, cart parts, and related products and services offered to provide Participating Public Agencies with a comprehensive offering of products and services to meet their extensive and diverse needs. All products offered must be new, unused, latest design and technology unless otherwise specified.

##### **A. Products**

1. Waste Carts – A complete and comprehensive selection of durable residential waste carts in a wide range of sizes, colors, and options offered by Proposer.
2. Recycling Carts - A complete and comprehensive selection of durable residential recycling carts in a wide range of sizes, colors, and options offered by Proposer.
3. Recycling Bins - A complete and comprehensive selection of durable residential recycling bins in a wide range of sizes, colors, and options offered by Proposer.
4. Additional Products – A complete and comprehensive selection of additional products, including commercial waste carts, healthcare waste containers, reusable sharps containers, public littler containers, food handling products, and any related products in a wide range of sizes, colors, and options offered by Proposer.

Carts and bins are usually exposed to the outdoor elements, so they must be able to withstand all types of outdoor climates, including high heat, consistent rain, humidity, inclement weather, and cold climates.

##### **B. Services:**

1. Waste and Recycling Related Services – A complete offering that includes an asset management solution, bar code hardware/software integration, RFID hardware/software integration, cart distribution, container maintenance, repair services, and any other related services offered by Proposer.
2. All other additional related services offered by Proposer.

## **2.0 CITY OF HOUSTON BACKGROUND**

The City of Houston is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

## **3.0 TEXAS PUBLIC INFORMATION ACT**

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any proposer should their information be requested under the TPIA and proposers will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

## **4.0 GOVMVMT PURCHASING COOPERATIVE**

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

### **4.1 Innovative Government Services Association**

IGSA is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities in which we live and work in.

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

### **4.2 Participating Public Agencies**

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

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

Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMT as a Participating Public Agency in the GovMVMT Purchasing Cooperative program.

Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is attached as 'Exhibit D' of Section 8.0 GovMVMT Compliance Document.

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

#### **4.3 Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is One Hundred Million Dollars (\$100,000,000) annually at contract maturity. While no minimum volume is guaranteed to the Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GovMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GovMVMT.

#### **4.4 Marketing Support**

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

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

#### **4.5 Multiple Awards**

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

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

#### **4.6 Evaluation of Proposals**

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

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

## **5.0 SOLICITATION SCHEDULE**

Listed below are the important dates for this RFP.

<b>EVENT</b>	<b>DATE</b>
RFP Issuance	October 25, 2024
Pre-Proposal Conference	November 7, 2024
Deadline for Questions	November 14, 2024
Solicitation Due Date	December 12, 2024
Notification of Intent to Award (estimated)	January 2025
Council Agenda Date (estimated)	February 2025
Contract Start Date (estimated)	March 2025

## **PART 3 – SCOPE OF WORK**

### **1.0 PURPOSE**

The Lead Public Agency and Participating Public Agencies seek proposals from qualified firms to provide waste carts, recycling carts, cart parts, smart waste systems, and related products and services.

The selected Proposer(s) shall be responsible for manufacturing and delivering the proposed waste carts, recycling carts, cart parts, bins, smart waste systems, and related products and services. In addition, the Proposer shall provide an asset management system that will enable the Lead Public Agency to track and manage waste carts, recycling carts, and bins. All products and services provided under the resultant contract are to be part of a robust turn-key waste and recycling cart solution, allowing the Lead Public Agency and Participating Public Agencies to address their respective waste and recycling needs utilizing a single competitively awarded contract. Proposers shall submit pricing for required components as listed in the Scope of Work and, in addition, provide pricing for a comprehensive manufacturer product and service list whereby all available options can be added or deleted.

The Lead Public Agency anticipates awarding a contract for an initial five (5) year period, with five (5) one-year options to renew annually at the Lead Public Agency's sole discretion.

### **2.0 BACKGROUND**

The Lead Public Agency will establish a Master Agreement as a supplier's primary offering as a Lead Public Agency, allowing Participating Public Agencies to access this Master Agreement. The City seeks to achieve cost savings for the Lead Public Agency, Suppliers, and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.

This will combine the volume of the Lead Public Agency and Participating Public Agencies, estimated to be 100 million dollars annually, to achieve cost-effective pricing and reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems. Additionally, the Lead Public Agency seeks to provide itself and Participating Public Agencies with environmentally responsible products and services.

### **3.0 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all Federal, State, and local governmental standards, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

#### **3.1 CART SPECIFICATIONS**

All carts shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z245.60-1996 or the latest ANSI update. All applicable rules, regulations, laws, and standards pertaining to this product must be followed.

The following specifications supersede the standards listed above, where applicable:

1. The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm<sup>3</sup>. The Melt Index (MI) of the HDPE must be, at minimum, 4.0.
2. The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The UV inhibitor shall be added at a minimum of 2% by weight, or technologically advanced equivalent,

thus ensuring maximum protection from the elements. The Proposer must provide documentation to demonstrate how this requirement is met.

3. The cart shall be manufactured with a smooth, non-textured surface inside and no sharp edges on the outside.
4. The cart shall be manufactured without inside recesses, projections, or other obstructions where refuse could be trapped.
5. The cart shall be manufactured with a narrow-width design to fit through a 30-inch door opening.
6. The cart shall be manufactured with a foot-operated tilt feature designed in the axle area to facilitate easy tipping.
7. The cart shall be manufactured with a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment.
8. The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
9. The cart shall be designed (whether empty or full) to remain upright when the lid is thrown open.
10. The cart shall be manufactured with a  $\frac{1}{4}$ " minimum molded-in bottom wear strips for longer life.
11. The manufacturer shall permanently mold the cart lifting section into the cart.
12. The manufacturer prefers that the grab bar be permanently molded into the cart, but a metal grab bar will be considered.
13. Except for the metal axle and possibly the metal grab bar, the cart shall not have any other metal attachments, framing, or nuts and bolts.

#### A. Cart Compatibility with Truck Loading System(s)

Carts must be compatible with standard truck-mounted cart grabbing system(s) where the vehicle's arm empties the cart contents into the vehicle's waste receptacle. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and inverts it while preventing it from falling into the truck hopper. The cart shall function regularly and efficiently with a mechanized collection system. Carts must meet the truck grabber system requirements as specified below and shall be tested and evaluated as follows.

Prior to award, the Proposer(s) may be asked to deliver samples of each cart size and type for testing at no cost to the Lead Public Agency. The Lead Public Agency will not be responsible for returning samples. Cart samples shall be delivered to the location identified within the notification sent by the Lead Public Agency within seven (7) calendar days.

The sample carts testing program shall be conducted as follows:

Proposers, at a minimum, shall be required to provide three (3) sample carts including one (1) 35-gallon cart, one (1) 64/65-gallon cart, and one (1) 95/96-gallon cart from each manufacturer product proposed. Each sample cart shall be labeled with the Proposer's name, RFP number, and solicitation title. Sample carts shall be evaluated by filling to capacity, picked up by the truck grabber system, and dumped into the truck hopper. This process will be repeated twenty-five (25) times per sample cart. If the Lead Public Agency's testing program determines that the cart is incompatible with the truck grabber system or fails the test, the Proposer may not be considered for award. The meeting time, date, and location of the

sample cart tests will be published to all Proposers who will be evaluated if the Proposer desires to observe the test. See *Part 4, Section 2.0, Interviews/Oral Presentations/Demonstrations*.

The Lead Public Agency reserves the right to conduct the testing as outlined above, modify such testing, or waive such right at its sole discretion based on the needs outlined.

#### B. Cart Lid and Handle

The proposed cart lid shall be one piece and manufactured from the same material and color as the cart body unless otherwise specified by the Lead Public Agency. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable.

An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The cart section will be furnished with a hinged lid, with the hinge to the rear of the wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as "CLOSE LID BEFORE MOVING" at the Ordering Agency's (Lead Public Agency and/or Participating Public Agencies) discretion. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides but may flare out so they will not bind against the sides if the lifting device distorts the container. The lid must have a molded memory that returns to its original shape if distorted by the lifting device so that it closes completely.

Lids shall be securely attached to the cart without using nuts and bolts and hinged to open using gravity as the cart is dumped. The lid shall open to 270 degrees from the closed position and hang open without stressing the lid, cart body, or tipping over the cart.

The proposed cart lid should prevent the intrusion of rainwater, rodents, birds, and flies and avoid the emission of odors. It should enable the free and complete flow of material from the cart during the dump cycle without interfering with the material already deposited in the truck body or the truck body and its lifting mechanism. The lid shall not blow open during inclement weather conditions. Cart users should be able to conveniently and easily open and close the lid throughout the serviceable life of the cart. The cart lid and body must be designed and weighed to prevent an empty cart from tilting backward when lifting the lid open. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand, or with ordinary tools. Lids will not have a locking device. Handle attachments must be of durable construction and may be integrally molded or metal.

#### C. Cart Wheels

Each cart shall be furnished with two (2) plastic molded, minimum 1 ¾" cross-section snap-on wheels, and each wheel shall be equipped with an inner lock pin made from a corrosion-resistant material. Wheels shall be molded from first-quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricated.

- a) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches; however, 12-inch wheels are preferred.
- b) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- c) Cart wheels for the 35-gallon carts must have a minimum diameter of 8 inches.

Each Ordering Agency, at its sole discretion, may request that each cart be furnished with two (2) rubber wheels. The wheels shall consist of a minimum of 1  $\frac{3}{4}$  inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set-downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricated.

- a) Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches; however, 12-inch wheels are preferred.
- b) Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
- c) Cart wheels for the 35-gallon carts must have a minimum diameter of 8 inches.

#### D. Cart Axle

Each cart shall be furnished with a 5/8-inch minimum solid steel axle with a corrosion-resistant coating that is securely attached to the body by molded axle retainers. The axle must slide into the cart bottom and not be exposed to the contents inside the container. Metal attachments are not acceptable.

#### E. Cart Markings

**Manufacturer Information:** Carts shall be permanently identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating, and 5) volumetric capacity.

**Standards:** Carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards. If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-1996 or the latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-1996 (or the latest update), TYPE B (Barlock) and G (automated). ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."

**Logo:** An Agency logo will be inscribed or hot-stamped in white on both sides of the cart's body. Decals, stickers, or surface paint are not acceptable. To maintain consistency with existing cart markings, the Lead Public Agency requires the exact, or minimally altered, logo appearance as is currently utilized. Size variations shall not exceed  $\frac{1}{2}$  inches in any direction. The Ordering Agency has the discretion to approve the final art. The logo shall be in the shape of a rectangle, and sizes shall be per cart size as follows:

- a) 95/96 Gallon Cart - 7" H x 11  $\frac{1}{4}$  W
- b) 64/65 Gallon Cart - 6" H x 9" W
- c) 35 Gallon Cart - 3" H x 6" W

The Lead Agency and/or any Participating Agency reserves the right to change the shape and size of the logo if deemed necessary.

**Required Cart Identification:** A serial number must be placed in at least one (1) location using materials and an application method that is highly durable and appropriate to the weather and waste environment. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked (as received upon delivery), with a preferred location above the entity logos on either side. The Proposer will include the ongoing ability to view the serial number under normal wear and tear conditions in an exposed environment in the cart warranty. The Proposer may offer relevant options for upgraded, alternate methods, and/or replacing lost/damaged serial numbers. Acceptance of alternatives shall be at the discretion of the Lead Agency or any Participating Agency. The starting number shall be determined by the Ordering Agency and updated upon request.

Instructions for Use of Cart: All cart lids shall be clearly embossed with raised letters and inscribed or hot-stamped onto the outside of the lid near the front. Verbiage shall be in up to three languages, including English, Spanish, and Creole, and will be finalized by the Agency prior to an order being placed. The Agency shall reserve the right to change the verbiage or request the verbiage in another language other than those listed below if it is provided by the Agency to the vendor prior to cart production.

- a) The language for waste carts should be customizable and shall include at least the following:
  - i. Property of (Agency)
  - ii. For Customer Service Call \_\_\_\_\_
  - iii. Keep Lid Closed
  - iv. This Side Toward Street
  - v. No Construction Material
  - vi. No Flammable Material
- b) The language for recycling carts should be customizable and shall include at least the following:
  - i. Property of (Agency)
  - ii. For Customer Service Call \_\_\_\_\_
  - iii. Keep the Lid Closed
  - iv. This Side Toward Street
  - v. Recyclable Materials Only

### **3.2 BAR CODE/SERIAL NUMBER LABEL FOR RETROFIT**

The selected Proposer(s) shall provide bar code/serial number labels that may permanently adhere to existing carts. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle-resistant, and resistant to extreme weather conditions such as heat, cold, high humidity, and high-volume water pressure. The bar code/ serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to Schaefer, Cascade, Otto, Rehrig, and Toter Carts and bins.

### **3.3 RFID LABEL FOR RETROFIT OF EXISTING CARTS**

The selected Proposer(s) shall provide RFID/serial number labels that may permanently adhere to existing carts for various manufacturers. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle-resistant, and resistant to extreme weather conditions such as heat, cold, high humidity, and high-volume water pressure. The RFID/serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to Schaefer, Cascade, Otto, Rehrig, and Toter Carts and bins.

### **3.4 COLOR IN-MOLD LABELS (OPTIONAL)**

At the discretion of the Ordering Agency, the selected Proposer's cart/recycling bin(s) may be requested to have color in-mold labels as an alternative/additional feature to the agency logo or other identifying information, such as the barcode/ RFID labels. This optional feature, to be priced separately, will provide the ability to have mold color labels using injection mold to fuse the label to the container as it is being molded.

### **3.5 RFID HARDWARE FOR NEW CARTS**

The selected Proposer(s) shall be able to provide embedded RFID tag technologies to track and distribute carts purchased by each Ordering Agency. This feature may be selected by the Ordering Agency and shall be tied to compatible RFID readers integrated into the operating software system that

allows tracking, distribution, and assignment. The selected Proposer(s) must be capable of producing and shipping carts and associated containers with an embedded UHF RFID tag that has been pre-configured and programmed at the manufacturer's production facility. The selected Proposer(s) shall configure and provide to each Ordering Agency to utilize this feature. Additionally, compatible hand-held RFID tag reader(s) are to be provided to each Ordering Agency based on the number of carts purchased that will provide the necessary functionality throughout the term of the resultant contract and any option exercised by the Lead Public Agency.

At a minimum, the proposed RFID Hardware, RFID tag reader device(s), and associated software functionality shall be as follows:

1. RFID tag must be installed within the cart container body without exposure to the outside elements. RFID tags affixed to the container lid or placed inside of the container are unacceptable. The serial number/bar code shall contain ten (10) total alphanumeric digits, including a three (3) digit prefix that indicates the container size, city/brand plate identification, and type, followed by a unique seven (7) digit serial number. The serial number bar code must be the same number used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable on new production containers.
2. The selected Proposer(s) is responsible for the cart container manufacturer providing and maintaining a web-based software system that allows for the electronic database, established for each Ordering Agency, to be viewed and edited. The software system (System), at a minimum, shall provide information as to each Ordering Agency's specific RFID data and associated information for all products and services purchased against the resultant contract. The System must be capable of including each cart container's RFID tag, container size, container type, and assignment address. The system should be capable of exporting Ordering Agency data in a flat-file upon request. Additionally, the system should be capable of reporting and allowing data to be extracted into Microsoft Excel or similar applications.
3. The RFID tag inlay must be a passive Gen 2 UHF tag with an optimal operating frequency of 860-960 MHz and an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and the EPC global C1G2 protocol.
4. The RFID tag used in manufacturing has been tested and certified with an IP67 rating. The testing certification requirements consist of (1) a 1mm Probe per EN 60529, (2) Dust circulation per EN 60529, and (3) Temporary Immersion per EN 60529.
5. The RFID tag must be encoded and verified at the manufacturing facility to ensure it works properly before shipment.

### **3.6 RFID Tag Reader Device - Minimum Requirements**

The selected Proposer(s) must supply and maintain hand-held RFID tag readers that are compatible with the RFID tags installed in the carts as specified above. The Lead Public Agency prefers that this reader also read existing Bar Codes. The proposed readers should be reasonably lightweight, user-friendly, possess extended battery life, ruggedized, and capable of operating via a choice of connection options (cellular service or Wi-Fi). The readers must be capable of a wired download as a backup solution should there be a network problem and retain all data until the network is available. As part of the proposal submission package, Proposers are to provide full details of their approach and methodology for completing these services.

The selected Proposer(s) shall supply all required accessories to operate the reader devices in the field. This shall include but not be limited to a wall charger, car charger, case, or holster as appropriate to the design must be included. An all-inclusive annual lease price and a one-time purchase price for each hand-held scanner are required. Proposers are to provide the various pricing options as requested within Attachment E - Pricing Proposal.

The reader device must include, at minimum, a one (1) year warranty if purchased. In addition, options for extended warranties, including pricing, should be made available by the Proposer. Defective units will be returned to the proposer for replacement within 30 days. The Proposer shall replace the returned item within ten (10) business days of the receipt of the returned item. The Proposer must include appropriate training materials and live training courses (hard copy, electronic copy, web-based, PowerPoint, etc., as proper) for users at no additional cost.

### **3.7 Cart Spare**

The awarded Proposer(s) shall make new and/or post-consumer recycled parts compatible with the carts purchased by the Ordering Agency under this contract available for purchase. All parts supplied will meet ANSI Standards and the manufacturer's specifications and standards for parts currently distributed on new 35, 64/65, and 95/96-gallon waste carts and recycling carts specified in Section 3.1 Cart Specifications. Original spare parts shall be available throughout each cart's ten (10) year warranty period.

### **3.8 Recycling Bin Specifications**

All recycling bins shall meet, at a minimum, ANSI cart standards Z-245.30-1996 and Z-245.60-1996 or the latest ANSI update or equivalent. All applicable rules, regulations, laws, and standards pertaining to this product must be followed.

The following specifications supersede the standards listed above where applicable:

1. The bin shall be made from high-density polyethylene containing a minimum of twenty (20%) post-consumer recycled plastic.
2. The bin material shall contain ultraviolet stabilizers and resist fading or breakage from sunlight exposure. An ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technological equivalent, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness, and sun exposure causing deterioration or shattering of the carts/bins or lids will be caused for replacement by the awarded Proposer on the grounds of improper use of inhibitor. The proposer must provide documentation to demonstrate how this requirement is met.
3. The bin shall be new, unused, and clean.
4. The bin shall have the capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
5. The bins shall be rectangular with solid sides instead of open grid sides.
6. The bin material shall have no sharp edges.
7. The bin drainage design must allow the retention of small amounts of liquid spillage while allowing for drainage of precipitation.
8. The bin shall have a nesting ratio greater than or equal to 3.5 to 1 to allow for economical container storage.
9. The bins shall be clearly marked that they are designed and manufactured in accordance with ANSI standards or equivalent. If the bin conforms to the requirements of one or more of the standard bin types specified in ANSI Z245.60-1996 (or attest upgrade) or equivalent, the marking shall include "CONFORMS WITH ANSI Z245.60-1996" (or the latest update).

10. The agency logo and additional program information shall be inscribed or stamped in white color on the front of the bin. Decal stickers or surface paint are not acceptable. The logo shall be a 4 ½" H x 9" W rectangle.
11. Recycled Content Symbol: To comply with Florida State Law relating to identifying recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts. The marking shall be at least 3" x 3" or compliant with current regulations and shall meet Society of Plastic Industry (SPI) voluntary coding system.

### **3.9 Color Choice(s) for Carts/Recycling Bins**

The proposer must submit color catalogs of all possible color options including standard and special orders. Up to eight (8) sample swatches of colors may be requested at no cost to each agency. Each agency reserves the right to change the color of the cart and/or lid at a later date and reserves the right to order multiple colors as necessary. The color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period. Proposers should include the standard colors available at no cost for the recycling bins and carts as part of their proposal response.

### **3.10 Smart Waste System**

The requirements for a smart waste system will include the collection units, software solution, hardware, system monitoring, software, hardware and equipment maintenance, warranty, training, and customer service plan.

Proposer may also offer a solution that offers different capacities or configurations.

#### **1. Summary of System Specifications:**

- Unlimited software licenses for both desktop and mobile devices;
- Custom configuration of sensor-equipped, compacting and/or non-compact, multi-stream waste/recycling/compost stations;
- On-site hardware installation, system setup, training, and onboarding;
- Annual multi-point station inspection and comprehensive cleaning;
- Automated system monitoring via automated system diagnostics and alerts;
- Hardware parts warranty for full-service term (including battery);
- Customer support via hotline and trained Field Service Professionals; and
- Ability to support enhanced, additional functionality and technology over time.

#### **2. Software and Hardware Specifications:**

The proposed system will be web-based system with dashboard capabilities that provide real-time status on every device in the network of collection stations.

The software will:

- Generate historical reports and analytical tools including collection frequency charting, "heat mapping" and daily reporting mechanisms;
- Have the ability to measure collection activity versus known historical data;
- Deliver actionable data, providing real-time and historical data that will determine if trash needs to be emptied;
- The ability to remotely adjust setting;
- Provide GPS location services;
- Have the capability for asset management, track and manage inventory;
- Provide remote diagnostic alerts;

- Have email notification capabilities;
- Hardware and software must have the capacity to be updated or upgraded;
- Have the capability to create and specify groups, routes or geographies within a system so areas can be compared to one another;
- Have the ability to set up users and limit their access to specific stations and/or capabilities; and
- Have a mobile app available for android and iOS.

3. Hardware Specifications should include:

- Each collection unit must be modular with one bine for the collection of trash, and the other bin for the collection of recyclable materials;
- Each unit must be able to communicate bi-directionally with remote diagnostic and reprogramming capabilities;
- Communications to the units will be managed over mobile and cellular data networks;
- Each station must have an external fullness indicator;
- Each trash collection unit should also include an option for foot pedal designed for hygienic concerns, for those users reluctant to touch the handles which open the lids of trash units, at customer request; and
- It is required that each large capacity collection unit approximately holds up to the following quantities:
  - 50 gallons of non-compact waste
  - 150 gallons of compacted waste
  - Up to 50 gallons of non-compact recyclable material
  - 150 gallons of compacted recyclable material.

Proposer may also include a solution offering different bin capacities, or configurations. These additional configurations may be made part of your offer and submitted separately. In addition to the rental price the Proposer provides based on the core requirements, the Proposer may also provide a rental and purchase price for items listed and included in your pricing submittal.

### **3.11 Delivery of Carts/ Recycling Bins**

The awarded proposer shall make deliveries of waste carts, recycling carts, cart parts, and bins to the Agency within 45 calendar days after the purchase order date. In cases where the delivery and availability will be delayed, the awarded Proposer shall notify the Agency within 48 hours of the purchase order date. If the Agency approves, a revised delivery schedule may be established.

The awarded Proposer(s) shall furnish the following per order at the time of order delivery, at no cost to the Agency:

- Ten (10) instruction manuals for each cart/recycling bin size or type;
- One (1) digital instruction manual for each cart/recycling bin size or type;
- Ten (10) copies of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of each cart/recycling bin size or type; and
- One (1) digital copy of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used for the manufacturing of each cart/recycling bin.

### **3.12 Packing Slip/Delivery Ticket to Accompany Items During Delivery**

The awarded Proposer(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the Agency authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

- a) purchase order number;
- b) date of order;
- c) complete listing of items being delivered;
- d) range of serial numbers of carts being delivered, and
- e) back-ordered quantities and estimated delivery of back-orders, if applicable.

### **3.13 Cart/Recycling Bin Warranty Requirements**

**THE PROPOSER'S WARRANTY IS UNDERSTOOD TO INCLUDE AND COVER ALL ISSUES REFERENCED IN SECTION 3.13, WHETHER STATED IN THE PROPOSER'S WARRANTY OR NOT.**

#### **A. Cart Warranty**

The awarded Proposer(s) shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the product's acceptance date. Warrantable carts delivered by the awarded Proposer(s) that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer(s) shall replace defective carts/parts at no additional cost to the Agency, including transportation and handling. The warranty term will survive the contract term.

#### **B. Recycling Bin Warranty**

A ten (10) year warranty term is preferred; however, the awarded Proposer(s) shall fully guarantee the performance of the recycling bins and warrant bins against defects in materials and workmanship for a minimum of five (5) years on all bins after the product's acceptance date. Warrantable bins delivered by the awarded Proposer(s) that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a bin shall be defined as a complete unit, including all hot stamping, all in-mold labels, all embossing, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer(s) shall replace defective bins/parts at no additional cost to the Agency, including transportation and handling. The warranty term will survive the contract term.

#### **C. Examples of defects in materials and workmanship shall include, but are not limited to:**

- a) Failure of the lid to prevent rainwater from entering the cart when in the closed position.
- b) Damage to the cart body, lid, or any component parts through opening or closing the lid.
- c) Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- d) Failure of the body and lid to maintain their original shape.
- e) Damage or cracking of the cart body through normal operating conditions
- f) Failure of the wheels to provide continuous easy mobility as originally designed.
- g) Failure of any part to conform to standards as specified herein.
- h) Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the awarded Proposer on the grounds of improper use of an inhibitor.
- i) Failure of barcode/RFID tag to be read by the appropriate device.

#### **D. Replacement**

Any cart/recycling bin or component parts that do not conform to the technical requirements, as deemed by the Agency, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering, or for any other cause whatsoever other than negligence or abuse

shall be replaced within forty-five (45) calendar days from notice to the awarded Proposer(s), at no cost to the Agency.

#### E. Cart Replacement Parts

The awarded Proposer(s) shall provide the Agency with all cart components for use as replacement parts of defective and unserviceable carts still under warranty at no cost to the Agency. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. If the awarded Proposer(s) cannot provide the Agency with any replacement part for a period longer than forty-five (45) calendar days, the Proposer(s) shall be liable for providing new replacement carts. For each unavailable cart part requested by the Agency, the Proposer's maximum liability shall not exceed the cost of a new, replacement cart delivered to the Agency. The specialized toolsets required for cart repairs shall be replaced at no cost to the Agency, as requested by the Agency. The Agency shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

#### F. Responsibility for Damage or Loss

The awarded Proposer(s) shall not be responsible for damage or loss of carts/bins due to vandalism, abuse, neglect, theft, or acts of nature after delivery and acceptance by the Agency. If the cart/recycling bin conforms to the solicitation requirements, the awarded Proposer(s) shall not be responsible for damage or loss due to fire.

#### G. Claim Procedures

The Agency may remove a cart/recycling bin from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts/recycling bins that are subject to a warranty claim (Warrantable Carts/Recycling Bins) but repairable, the Agency may elect to install replacement parts such as wheels, grab bars, and lids. However, this action will not waive the warranty requirement for the carts/recycling bins. All carts that are identified as not repairable, as determined by the Agency, and are Warrantable Carts/Recycling Bins, shall be replaced as discussed in section 3.13.

If a Warrantable cart/recycling bin or component part is identified by the Agency as requiring complete replacement, then the Agency shall retain the Warrantable cart/recycling bin or component part and promptly notify the awarded Proposer(s) in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the awarded Proposer(s) shall honor the warranty claim by delivering a replacement cart to the Agency. If the awarded Proposer(s) contests the warranty claim, notice must be submitted in writing to the Agency's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The awarded Proposer(s) may visually inspect the Warrantable Cart/recycling bin or component part during the forty-five (45) calendar day post-notification period. The awarded Proposer(s) may, upon inspecting damaged carts/bins/parts, challenge its obligation to replace subject carts/bins/parts because the failure resulted from negligent handling and/or abusive use. The burden of proof when contesting warranty claims shall be placed solely on the awarded Proposer(s). Such proof shall be in writing with specific details as to the exact cause of the defect. The Agency will consider the details of the awarded Proposer's contested item.

In the event of a contested warranty claim, the Agency and the awarded Proposer shall use their best efforts to mutually resolve the disagreement. In the event that the Agency and the awarded Proposer cannot resolve their disagreement within forty-five (45) calendar days subsequent to the awarded Proposer's notice, the Ordering Agency's determination shall be final.

### **3.14 Product Returns**

An agency may elect to return to the awarded Proposer(s) any unused item within sixty (60) business days of receipt and acceptance of that item by the Ordering Agency if the agency determines the item to be defective. Items will be returned with all original documentation. The awarded Proposer(s) must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the awarded Proposer(s).

### **3.15 Cart/Recycling Bin Buy Back Program**

The awarded Proposer shall provide its best monetary offer to buy back each non-warrantable cart/recycling bin size to include transportation and processing from a location determined by the Agency.

### **3.16 Required Asset Management Solution to Include Software and Hardware**

Waste and recycling carts shall be provided with automated software capable of inventory management, including final disposition, work order processing, and reporting. The data within the software shall be made available to the Ordering Agency no later than seven days from a written request, in all available formats, throughout the term of the contract and any extensions or renewal periods exercised. Appropriate training materials and live training courses (hard copy, electronic copy, web-based, PowerPoint, or additional formats) must be provided to users at no cost. The Proposer's software shall, at a minimum, perform the functions listed below.

#### **1. Software: Asset Management Program and Work Order Solution**

The software shall:

- a) Be offered as a web-based, hosted solution by the selected Proposer(s) and not require any additional installation on end-user equipment; only a browser and internet connection are needed for access.
- b) Provide users access availability twenty-four (24) hours per day, seven (7) days a week, 365 days per year.
- c) Include technical support at no additional cost from 7am to 6pm, within the time zone of the Lead Public Agency or any Participating Public Agencies, Monday through Friday. The option of Saturday support is preferred. Additional support costs must be included in the pricing form.
- d) Ability to customize tiered levels of role-based security permissions where technicians and management have different permissions based on their respective roles. Provide inventory management capabilities to include progress tracking of container shipments.
- e) Transmit real-time service requests, modified service requests, replacement requests, and repair work orders.
- f) Allow the user to scan bar codes and/or RFID tags to identify and track each cart/recycling bin associated with a specific customer address that is located/maintained in the current Waste Collection System (WCS).
- g) Maintain the database for the purpose of identifying and managing cart inventory with all appropriate fields, including but not limited to: a unique cart serial number (corresponding to the bar code), cart size, cart color, Purchase Order No., delivery date, and other cart-related features/data as needed, including condition (i.e., good, poor, return for warranty repair/replace).

- h) Have the capability to add newly delivered carts (and their various characteristics) coming from the manufacturer to the inventory (database) via scanning of the bar code with a handheld device at the time of delivery (e.g., as a load is delivered, staff scans each cart delivered, confirms agreement with delivery/packing list); all such additions to be identifiable by date and time-stamp and user performing the scan will be included in the database.
- i) Provide the capability of adding information regarding carts to be shipped to the system, but it must remain in a pending file until the agency “releases” each cart into regular status upon verification that the actual shipment matches the file listing.
- j) Provide the capability to add existing (non-barcoded or non-RFID) carts to the inventory (database) via placement of retrofit compatible bar codes on the carts and subsequent scanning of the bar code accompanied by appropriate data entry. All such additions are to be identifiable by date and time stamp and the user performing the scan.
- k) Provide the ability to automatically deduct carts from inventory based on work orders (involving delivery of a new cart, refer to Work Order processing below) and/or major distributions.
- l) Provide ability to pre-program and send “alerts” to be designated staff when existing inventories (by class, color, size, etc.) reach a pre-defined low point, reminding them to re-order. Inventory markers must be able to set a minimum level, maximum level, re-order point, and lead time. The re-order point should automatically alert the appropriate individual to begin the order process.
- m) Provide standard software upgrades/updates at no additional cost to the Ordering Agency throughout the contract period.

## 2. Lead Public Agency Interface Requirements

The selected Proposer(s) shall be required to configure and develop the following interfaces for the Lead Public Agency:

- a) The proposed solution will be capable of accepting service requests from other defined systems (e.g., WCS, 311, Route Smart, etc.) via a standard format API (Application Programming Interface) and permit manual entry of service requests as needed.
  - I. Specifically, the proposed solution must be able to accept work orders/service requests for service work related to carts (e.g., repairs, replacements, new distribution to new accounts, etc.) from the WCS, preferably in real-time using web services.
  - II. The required fields will include but will not be limited to address, (waste) account number, garbage route number, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (if available) date and time of service request and specific type of request (e.g., repair, replacement, etc.) by numeric request code.
  - III. The proposed solution should also receive service requests from a routing application via a standard routing interface (e.g., CSV, comma-delimited text, web services, DB scripts, access, or ESRI shape file).
- b) The proposed solution will allow all results of work order request servicing to be “returned” to other systems (e.g., WCS, 311, etc.) via a standard-format API.

- I. The proposed solution must be able to return information regarding the status of work orders/service requests related to carts addressed by the carts servicing crews to the WCS, again preferably in real-time, using web services.
- II. The required fields will include but will not be limited to address, (waste) account number, garbage route number, a description of the resolution/completion by type (e.g., repair, replacement, etc.) by numeric code, type of cart (garbage or recycling), cart size (in gallons), cart barcode number (of replacement unit if applicable), and the date and time of the request completion.

c) **PLEASE NOTE (Interim Processing)** due to the fact that a new WCS is currently in development and may not be completed and implemented in advance of the delivery of the proposed solution, it may be necessary for the proposed solution to provide a temporary means of exchanging data via batch processing with the current Mainframe WCS, presumably via uploads of file extracts (of service request data) from the WCS with downloads (of service completion data) from the proposed solution being returned to the WCS.

- d) The proposed solution will be capable of work order processing and provide for the geographical grouping of repair requests to the various repair crews (into the zones or groups of garbage routes that a given cart crew will service).
- e) The proposed solution will need to provide the data in a file format of the service requests that will be suitable for possible future use with routing software.
- f) The proposed solution will provide for the make each zone's or cart crew's daily list of addresses to be serviced available to the specific handheld device of that crew.
- g) Provide a highly intuitive and easy user interface that will, via a customizable drop-down list, allow the cart crew/user to select the action(s) taken to "close" the service request (e.g., repair broken wheel, replace lid, etc.) inclusive of scanning the cart to be delivered; the software should prevent "closing" without a successful scan of new cart delivered and will remind the user to bar code or RFID, and scan the cart being removed and add relevant data to the inventory database (if applicable).
- h) Allow for input related to requests that could not be "closed" for any number of reasons (primarily "no cart left out for servicing"), which will be segregated for appropriate re-processing with the next day's requests; the software will enable the "closing" of a second visit regardless of the visit outcome.
- i) The proposed solution will provide the ability to generate reports, including pre-programmed/automatically generated (and emailed) reports on a daily, weekly, or monthly basis, as specified.
- j) The proposed solution will be capable of producing reports on a customized ad hoc basis.
- k) The proposed solution will provide the capability to provide reports in various file formats for export to include at least PDF, Excel, and Text File.
- l) The proposed solution will be able to provide a dashboard style of data presentation in real-time for both inventory and work order data sets.

### 3.17 Pricing

Prices submitted must be all-inclusive, FOB destination Houston, Texas, with no add-on charges permitted. **Proposers shall submit the following information as part of Attachment E - Pricing Proposal:**

1. **Provide in Attachment E-Form 1** the proposed pricing based using a fixed discount from manufacturer's price list or other objectively verifiable criteria.
2. A copy of the company's or manufacturer's price list or other verifiable criteria shall be included in Proposers' response. If the list price or catalog is available electronically, proposers may include the electronic file on a flash drive (with a note stating such in paper copies) or provide a link to a website (in both paper copies and on the flash drive) if detailed instructions on how to access the pricing on the website are included.
3. **Provide in Attachment E- Form 2 Market Basket Pricing:** the unit prices based on the discount provided in Attachment E-Form 1. Please note this is not a core list or high volume items and does not solely determine lowest price.

Price list must contain the following (if applicable):

- Manufacturer part number
- Supplier part number (if applicable and/or different)
- Description
- Manufacturer's Suggested List Price
- Net Price to Houston, Texas and other participating public agencies

Product pricing shall include:

- Shipping costs (including delivery to agency site, unloading at site, etc.)
- Warranties on all products, parts and service
- Labor rates

Prices shall include all costs associated with the product or service, including labor, equipment, supplies, management, travel, etc. The proposer must demonstrate that the proposed pricing is best for the City of Houston and Participating Public Agencies, exclusive of shipping costs to other Participating Public Agencies.

4. Additional Discounts. Proposers shall provide details for proposed additional discounts for volume orders, special manufacturer's offers, minimum order quantity, total annual spend or other criteria that Proposer may offer.
5. Cart/Recycling Bin Price Adjustments: The Awarded Proposer's responsible for submitting a request to modify cost under this contract twice yearly. Prices quoted shall be firm for the first six (6) months of the contract period. After the first six (6) months, pricing for the cart component only of this proposal must be revised based on the price change in HDPE resin for Large Buyer Contract prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Price adjustments due to resin increases or decreases will only be allowed twice per contract year, and resin prices at the beginning of the six (6) month term shall be used for the entire six (6) month period.

Should the market price of resin increase or decrease from the initial proposed unit price, the increase/decrease will be reflected in the unit price per cart for the term of the contract, for resin per pound per cart (95/96 and 64/65 and 35 gallon) as specified in this proposal. Any cost adjustment may not exceed a 5% increase per contract year.

The Proposer shall submit its proposed price changes in writing at least twenty (20) days prior to the following six (6) month period, even if the recommendation is to keep pricing the same as the previous six (6) month period. This justification will ensure that any potential price decreases are not overlooked. All requests for a price change are subject to written acceptance from the Lead Public Agency before becoming effective. Proposer shall provide the following:

- a) The Proposer shall provide proof of the validity of a request for a price change or no change. The Proposer shall also be responsible for providing certified documentation, including the CDI monthly report for the correct period, at minimum.
- b) The Proposer shall provide fully calculated adjustments for all products available through the awarded contract, including updated price sheets showing the new unit prices for all products. The Lead Public Agency reserves the right to accept or reject any price increase(s) and to cancel all item(s) under the contract for which price increase(s) is/are considered unacceptable.

## **PART 4 – EVALUATION AND SELECTION PROCESS**

### **1.0 EVALUATION COMMITTEE**

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 5.4 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Shortlisted Proposers will be evaluated to determine whether each is responsible, as defined below. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Proposer(s) meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

### **2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS**

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

### **3.0 SELECTION PROCESS**

The City intends to select a Proposal(s) that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by Proposers, whether provided by Proposers or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer(s), a contract(s) shall be executed by the appropriate City officials.

### **4.0 BEST AND FINAL OFFER (“BAFO”)**

The City reserves the right to request a BAFO(s) from one or more finalist.

### **5.0 EVALUATION CRITERIA**

#### **5.1 RESPONSIVE (PASS/FAIL)**

A vendor that responds to all material requirements of any solicitation will be deemed responsive. The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

#### **5.2 RESPONSIBLE (PASS/FAIL)**

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

#### **5.3 FINANCIAL STABILITY (PASS/FAIL)**

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

5.3.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.

5.3.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

5.3.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

5.3.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

5.3.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

5.3.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

#### **5.4 TECHNICAL COMPETENCE REQUIREMENTS (50) POINTS**

5.4.1 Proposer's profile, relevant experience, and qualifications, and past performance – 20 Points

5.4.2 Product Options/Variety/Availability and Service Capability (Scope of Service requirements) – 20 Points

5.4.3 National Program Consideration: GovMVMT Minimum Requirements - All information required in Attachment A: Questionnaire for National Consideration and Exhibit B: Supplier Response and any other requirements within Part 3 - Scope of Work – 30 Points

#### **5.5 PRICING PROPOSAL (30 POINTS)**

Proposer(s) shall complete and submit Attachment E – Pricing Proposal.

#### **5.6 LOCAL PREFERENCE POINTS**

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation with proposal submission. Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

- 5 Points: For Proposer firm designated as a Hire Houston First "City Business" (CB);
- 3 Points: For Proposer firm designated as a Hire Houston First "Local Business" (LB);
- 0 Points: For proposer firm not designated as either a "City Business" (CB) or a "Local Business" (LB).

#### **6.0 EVALUATION MATRIX**

<b>Evaluation Criteria</b>	<b>Max Points</b>
5.1 Responsive	Pass/Fail
5.2 Responsible	Pass/Fail
5.3 Financial Stability	Pass/Fail
5.4 Technical Competence Requirements	70 Points
5.5 Pricing Proposal	30 Points
5.6 Local Preference Points	5
<b>TOTAL AVAILABLE POINTS</b>	<b>105 POINTS</b>

## **7.0 ADDITIONAL RELATED SERVICES**

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of work, as provided herein, or deemed necessary and/or desirable by the City.

## **8.0 INTERLOCAL AGREEMENT**

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

## **PART 5 – SUBMISSION OF PROPOSAL**

### **1.0 INSTRUCTIONS FOR SUBMISSION**

All documentation shall be submitted in accordance with the specifications below.

1.1 Pricing Proposal and Financial Stability documents. In the appropriate section within the Submission Requirements attach the Pricing Proposal and Financial Stability documents. No printed copies are required to be submitted within the Proposal.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal any time prior to the stated deadline.

1.2 Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered.

1.3 Format. Material shall be organized following the order of the submission requirements outlined in Section 2.0.

1.4 Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

1.5 Proposer's Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received by the time and date specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by some other act or circumstance.

### **2.0 SUBMISSION REQUIREMENTS**

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows.

**Tab 1 - Cover Letter:** The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.

**Tab 2 - Executive Summary:** The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through completion.

**Tab 3 - General Company Information:** Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

**Tab 4 - Proposer's profile, experience, and past performance:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria, 5.4 Technical Competence Requirements, 5.4.1.

**Tab 5 – Product Options/Variety/Availability and Service Capability:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria, 5.4 Technical Competence Requirements, 5.4.2.

**Tab 6 – National Program Consideration:** Proposer's statement to requirements as described in 5.0 Evaluation Criteria, 5.4 Technical Competence Requirements, 5.4.3.

**Tab 7 - Exceptions to Sample Contract:** Provide any exceptions to the Sample contract and include the rationale for taking the exception. All exceptions should clearly cite the specific paragraphs within the Sample Contract where the exceptions occur.

**Tab 8 - Legal Actions:** Provide a list of any pending litigation and include a brief description of the reason for legal action.

**Tab 9 - Conflict of Interest:** Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

**Tab 10 - Forms and Certifications:** Complete and return all forms and certifications provided in PART 9 – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

**Tab 11 - Pricing Proposal and Financial Stability documents:** Complete and return the Pricing Proposal and Financial Stability documents.

## **Part 6 – EXCEPTIONS TO TERMS AND CONDITIONS**

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Contract where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract. Please review and include any exceptions to the terms and conditions on the Sample Contract. Please note that the Sample Contract will be incorporated into this solicitation by the issuance of a Letter of Clarification at a later date.

## **Part 7 – SPECIAL CONDITIONS**

### **1.0 NO CONTACT PERIOD**

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

### **2.0 MINORITY AND WOMAN BUSINESS ENTERPRISES (“M/WBE”)**

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (M/WBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's M/WBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/policies-procedures.html>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 0% of the value of the Agreement to certified MWBEs. If the Contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithead.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified M/WBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with M/WBE subcontractors/supplies to mediation provided by OBO if other attempts do not result in a resolution.

### **3.0 PROTESTS**

Protests shall be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>.

### **4.0 CANCELLATION**

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

### **5.0 EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING**

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order

and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>.

## **6.0 PRESERVATION OF CONTRACTING INFORMATION**

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

## **7.0 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

Anti-Boycott of Israel. Vendor certifies that vendor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

## **PART 8 – INSTRUCTIONS TO PROPOSERS**

### **1.0 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

### **2.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES**

Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, Jessica Vargas, preferably by e-mail to [Jessica.Vargas@houstontx.gov](mailto:Jessica.Vargas@houstontx.gov) or by telephone at (832) 393-8025 no later than the date and time shown on page one of this document. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

### **3.0 LETTER(S) OF CLARIFICATION**

3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP shall be used in preparing Proposal responses.

3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

3.3 Proposers may submit no more than 25 questions relating to this solicitation. Should more than 25 questions be received from a single Proposer, the City will only respond to the first 25 questions received.

### **4.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS**

4.1 Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

4.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

### **5.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)**

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

## **PART 9 – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL**

- 1.0 Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- 2.0 Declaration of Hire Houston First Designation (Exhibit II – Attachment “D”)
- 3.0 City of Houston Ownership Information Form (Exhibit III)
- 4.0 Anti-Collusion Statement (Exhibit IV)
- 5.0 Conflict of Interest Questionnaire (Exhibit V)
- 6.0 Attachment E - Pricing Proposal (Forms 1 & 2)
- 7.0 Manufacturer Price List or other verifiable criteria
- 8.0 GovMVMT NATIONAL Cooperative Forms and Information (Attachment F: Exhibits A - I)

## **PART 10 – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY**

Required forms shall be supplied to the Contractor after the award recommendation:

1.0 Insurance Requirements and Insurance Certificate

2.0 Drug Policy Compliance Agreement (Exhibit “B”); Contractor’s Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit “C”); Drug Policy Compliance Declaration (Exhibit “D”)

3.0 Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

4.0 Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at <https://www.ethics.state.tx.us/filinginfo/1295/>.

## **PART 11 – REFERENCE FILES**

All files related to this solicitation are attached within the Ariba event.

**EXHIBIT I**  
**OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS**

**PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT I**  
**OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

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(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

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Federal Identification Number:

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By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
Street Address or P.O. Box \_\_\_\_\_

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**EXHIBIT I**  
**REFERENCES**  
**LIST OF PREVIOUS CUSTOMERS**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_

**EXHIBIT I**  
**LIST OF SUBCONTRACTOR(S)**

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

## SEGREGATED PART OF WORK

## **SUBCONTRACTOR/SUPPLIER**

**EXHIBIT II**  
**ATTACHMENT "D"**  
**DECLARATION OF HIRE HOUSTON FIRST DESIGNATION**

**DIRECTIONS:** Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.**

*If your company does not have a HHF designation and would like to apply for designation go to: [www.houstontx.gov/obo/hirehoustonfirst.html](http://www.houstontx.gov/obo/hirehoustonfirst.html) at least 10 working days prior to submitting a bid or proposal.*

1. This certifies that Bidder/Proposer, \_\_\_\_\_, is a  
Hire Houston First designated **City Business (CB)**. A valid certificate of  
designation is attached.

_____ Print Name	_____ Signature	/_____ Date
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2. This certifies that Bidder/Proposer, \_\_\_\_\_, is a  
Hire Houston First designated **Local Business (LB)**. A valid certificate of  
designation is attached.

_____ Print Name	_____ Signature	/_____ Date
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### EXHIBIT III

#### CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

**Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.**

#### NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

#### INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities shall disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
  - a. If a firm is operating under an assumed name, the following format is recommended:  
*Corporate/Legal Name DBA Assumed Name*.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**  
REV. 12/23/2019

**PROJECT AND BID/PROPOSAL PREPARER INFORMATION**

**Project or Matter Being Bid:** \_\_\_\_\_

**Bidder's complete firm/company business information**

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

**Bidder's email address**

Email Address:

**STATEMENT OF RESIDENCY**

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS NOT APPLICABLE IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

**TEX. GOV'T CODE** §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business\* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**TEX. GOV'T CODE** §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

\* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

TEXAS RESIDENT BIDDER  
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of \_\_\_\_\_ statute is attached.

**NOTE:** The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**  
REV. 12/23/2019

**CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE**

**FOR PROFIT ENTITY:**

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (*specify in space below*)

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**NON-PROFIT ENTITY:**

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

**LISTING OF ADDRESSES**

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

---

Address

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Address

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Address

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**

REV. 12/23/2019

**LISTING OF OFFICERS**

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name \_\_\_\_\_  
Officer \_\_\_\_\_

Address \_\_\_\_\_

**LISTING OF DIRECTORS OR MEMBERS**

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name \_\_\_\_\_  
Director or Member \_\_\_\_\_

Address \_\_\_\_\_

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**  
REV. 12/23/2019

**DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)**

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

**IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.**

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**Contracting Entity:**

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

**DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.***

**Owner(s) of 10% or More (IF NONE, STATE "NONE."):**

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

Residence Address [No./Street]

City / State / Zip Code

**Owner(s) of 10% or More (IF NONE, STATE "NONE."):**

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

Residence Address [No./Street]

City / State / Zip Code

**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**  
REV. 12/23/2019

**OPTIONAL: TAX APPEAL INFORMATION**

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal *[DESCRIBE]*:

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**If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.**

**REQUIRED: UNSWORN DECLARATION**

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

---

Preparer's Signature

Date

---

Printed name

---

Title

**NOTE:** This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

**EXHIBIT IV**  
**ANTI-COLLUSION STATEMENT**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either 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 award of this Contract.

---

Date

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Proposer Signature

**EXHIBIT V**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p><b>1</b> <b>Name of vendor who has a business relationship with local governmental entity.</b></p>		<b>OFFICE USE ONLY</b>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		Date Received
<p><b>3</b> <b>Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____ Name of Officer</p>		
<p><b>4</b> <b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> <b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p>		_____ Date

## **EXHIBIT V** **CONFLICT OF INTEREST QUESTIONNAIRE**

### **CONFLICT OF INTEREST QUESTIONNAIRE** **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

**ATTACHMENT E – PRICING PROPOSAL**  
**FORM 1**  
**PRICING PROPOSAL**

Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Proposal pricing must reflect all costs for which the City/Participating Public Agencies will be responsible.

Companies shall provide their Category Discounts in the format below. **Additional lines may be added for other categories or sub-categories as necessary.**

<b>Category</b>	<b>Description</b>	<b>Fixed Discount (%) Off Manufacturer's List Price</b>
1	<b>Waste Carts</b>	%
2	<b>Recycling Carts</b>	%
3	<b>Recycling Bins</b>	%
4	<b>Cart Parts</b>	%
5	<b>Custom Logo/Type Imprinting</b>	%
6	<b>Hot Stamps</b>	%

**Detail any Rebate Programs offered in your Proposal Response.**

**Companies must complete the Market Basket Pricing (Attachment Exhibit E – Form 2) for pricing analysis purposes and submit with their proposal response.**

**ATTACHMENT E – PRICING PROPOSAL**  
**FORM 2**  
**MARKET BASKET PRICING PROPOSAL**

INSTRUCTIONS FOR THE COMPLETION OF THIS MARKET BASKET PRICING FORM: Offeror shall provide List Price, Percent Discount Off List Price, Manufacturer & Model No., and Delivery Unloaded & Assembled. **PRICING IS FOR ANALYSIS PURPOSES ONLY.**

All prices shall be inclusive of all costs, charges, shipping, and fees involved in providing the products/services.

Item No.	Product/Service Description	List Price	Percent Discount Off List Price	Unit Price
1	95/96 Gallon Cart with RFID hardware/serial number and plastic molded wheels, standard color			
2	95/96 Gallon Cart with RFID hardware/serial number and plastic molded wheels, special order color			
3	95/96 Gallon Cart with RFID hardware/serial number and rubber wheels, standard color			
4	95/96 Gallon Cart with RFID hardware/serial number and rubber wheels, special order color			
5	64/65 Gallon Cart with barcode/serial number and plastic molded wheels, standard color			
6	64/65 Gallon Cart with barcode/serial number and plastic molded wheels, special order color			
7	64/65 Gallon Cart with barcode/serial number and rubber wheels, special order color			
8	64/65 Gallon Cart with barcode/serial number and rubber wheels, standard color			
9	64/65 Gallon Cart with RFID hardware/serial number and plastic molded wheels, standard color			
10	64/65 Gallon Cart with RFID hardware/serial number and plastic molded wheels, special order color			
11	64/65 Gallon Cart with RFID hardware/serial number and rubber wheels, standard color			
12	64/65 Gallon Cart with RFID hardware/serial number and rubber wheels, special order color			
13	48 Gallon Cart with RFID hardware/serial number and rubber wheels, standard color			
14	48 Gallon Cart with RFID hardware/serial number and rubber wheels, special order color			
15	64/65 Gallon Cart with barcode/serial number and plastic molded wheels, standard color			
16	64/65 Gallon Cart with barcode/serial number and plastic molded wheels, special order color			
17	35 Gallon Cart with RFID hardware/serial number and plastic molded wheels, standard color			
18	35 Gallon Cart with RFID hardware/serial number and plastic molded wheels, special order color			
19	35 Gallon Cart with RFID hardware/serial number and rubber wheels, standard color			
20	Retrofit Bar Code/ Serial Number Labels (state quantity if not a unit price)			
21	Retrofit RFID/Serial Number Labels (state quantity if not a unit price)			
22	Recycling Bin, standard color			

**ATTACHMENT E – PRICING PROPOSAL**  
**FORM 2 (page 2)**  
**MARKET BASKET PRICING PROPOSAL**

Item No.	Product/Service Description	List Price	Percent Discount Off List Price	Unit Price
23	Recycling Bin, special order color			
24	Asset Management Software Access and support, all-inclusive price per year for up to 50 users			
25	Asset Management Software Access and support, all-inclusive price per year for each additional user			
26	Asset Management Technical Support outside the hours of 7am to 6p EST, Monday through Friday per _____ (indicate rate per call/minute/hour, as required)			
27	Asset Management Hand-held Bar Code Scanner, all-inclusive (with accessories) LEASE price per year, per unit			
28	Asset Management Hand-held Bar Code Scanner, all-inclusive (with accessories) SALE price per unit			
29	8" Cart Wheel Rubber			
30	10" Cart Wheel Rubber			
31	12" Cart Wheel Rubber			
32	8" Cart Wheel Molded Plastic			
33	10" Cart Wheel Molded Plastic			
34	12" Cart Wheel Molded Plastic			

GOVMVMT COMPLIANCE DOCUMENT  
ATTACHMENT F



(On following pages)

## **TABLE OF CONTENTS**

The following documents are required and used in evaluating and administering a national cooperative contract. Suppliers are required to include all completed forms and information included in this Attachment F.

Section 1 - Representations and Covenants

Exhibit A – Questionnaire for National Consideration

Exhibit B – Supplier Response

Exhibit C – Administration Agreement

Exhibit D – Master Intergovernmental Cooperative Purchasing Agreement

Exhibit E – Lead Public Agency Certificate

Exhibit F – Federal Funds Contract Provisions

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

Exhibit H – New Jersey Business Compliance

Exhibit I – State Notice Addendum

## Section 1 - Representations and Covenants

### 1. REPRESENTATIONS AND COVENANTS

#### Commitments

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

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

#### 2.1 Executive Commitment

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

## Section 1 - Representations and Covenants

implement and support such web page.

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

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

### 2.2 Value Commitment

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

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

- A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- C. Supplier holds a contract with an individual Public Agency. The

## Section 1 - Representations and Covenants

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

## Section 1 - Representations and Covenants

Agency of the pricing, terms and conditions of the Master Agreement.

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

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

Supplier can accomplish this by highlighting such facts as:

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

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

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

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

## Section 1 - Representations and Covenants

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 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 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.

## Section 1 - Representations and Covenants

- (vi) Supplier's Performance Review: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**EXHIBIT A**  
**Questionnaire for National Consideration**

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

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

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Submitted by:

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(Printed Name)

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(Title)

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(Signature)

---

(Date)

**EXHIBIT B**  
**SUPPLIER RESPONSE**

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

**A. National Commitments**

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

**B. Company**

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

Example:

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

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

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

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

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

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

8. Describe any green or environmental initiatives or policies.

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

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

- Minority Women Business Enterprise (MBE or WBE)

Yes  No 

b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)

Yes  No 

c. Historically Underutilized Business (HUB)

Yes  No 

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No 

e. Veteran Business Enterprise (VBE)

Yes  No 

f. Service-Disabled Veteran's Business Enterprise (SDVBE)

Yes  No 

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

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

## C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.
4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
6. Describe how your company proposes to distribute the Products and Services nationwide.
7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.
8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.
10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.
11. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

#### **D. Sales and Marketing**

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
  - a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
  - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMT team within the first 90 days.
2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
  - a. Creation and distribution of a co-branded press release to trade publications.
  - b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
  - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
  - d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
  - e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
  - GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.

3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.
5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:
  - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
  - b. Pricing Equal to or better than Supplier's Best available government pricing
  - c. No cost to participate
  - d. Non-exclusive
6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - a. Key features of Master Agreement
  - b. Working knowledge of the solicitation process
  - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
  - d. Knowledge of benefits of the use of cooperative contracts
7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
  - Executive Support
  - Sales
  - Sales Support
  - Marketing
  - Financial Reporting

- f. Accounts Payable
- g. Contracts

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

9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.

- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
- b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
- c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

\$ \_\_\_\_\_ .00 in year one

\$ \_\_\_\_\_ .00 in year two

\$ \_\_\_\_\_ .00 in year three

#### **E. Additional Information**

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

Contract No.

Vendor No.

**EXHIBIT C**  
**GovMVMT ADMINISTRATION AGREEMENT**

The following GovMVMT Administration Agreement is an Exhibit to and is incorporated into the Contract to provide (Insert Contract Title) (the “Contract”) between (Insert Lead Public Agency name) and (Insert Supplier Name).

## **ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of (Insert Date), by and between Innovative Government Services Association d/b/a GovMVMT Purchasing Cooperative (“GovMVMT”) and (“Supplier”).

### **RECITALS**

WHEREAS, (Insert Lead Public Agency Name), (“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 certain products and services as identified in the Master Agreement (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 an “Eligible Public Agency” and collectively, “Eligible 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”. An Eligible Public Agency and Participating Public Agency are each considered a “Public Agency” and collectively, “Public Agencies” for purposes of this Agreement.

WHEREAS, Eligible Public Agencies and Participating Public Agencies include those agencies within the United States or its territories, and, when applicable, any agencies in North America outside of the United States or its territories that deems itself eligible according to applicable laws and regulations, and said agency is within the scope of Supplier’s ability to provide the Products and Services;

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 Innovative Government Services Association (“IGSA”);

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

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

**ARTICLE I**  
**GENERAL TERMS AND CONDITIONS**

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

1.2 GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 GovMVMT shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.

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

**ARTICLE II**  
**TERM OF AGREEMENT**

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

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

## ARTICLE III

### REPRESENTATIONS AND COVENANTS

3.1 GovMVMT views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMT and Supplier.

3.2 GovMVMT Representations and Covenants.

(a) 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 located throughout the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to 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) 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 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.

(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 Public Agency or Public Agencies that the lower pricing is available under the Master Agreement. If a 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 Public Agencies that would otherwise qualify for a contract offering lower prices from Supplier. 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. 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 utilize the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that 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.

(v) Supplier's Utilization of other Cooperative Contracts. While it is preferred that GovMVMT is Supplier's exclusive cooperative contract relationship, previous opportunities may

have resulted in Supplier committing to certain terms and conditions of other cooperative contracts. If Supplier is party to another cooperative contract that contains language that may restrict or prohibit Supplier from fulfilling any of the Supplier's Commitments, Supplier shall notify GovMVMT prior to submission of the solicitation response and Supplier shall commit to the following:

(A) While GovMVMT understands that Supplier may enter into additional cooperative contracts following this Agreement, Supplier shall not participate in or join any new or additional national cooperative contracts that would compete with or restrict Supplier's performance of its obligations under this Agreement;

(B) If Supplier's commitments under another existing cooperative contracts include those contracts to be Supplier's preferred offering and/or lowest price offering, Supplier shall provide equal preference and pricing to the Master Agreement and GovMVMT cooperative offering, including and not limited to all marketing, sales force incentives, and leading with Supplier's contract offering.

(C) If situations arise, such as a deviating buying pattern, that another cooperative contract held by Supplier offers lower pricing than available under the MA, Supplier agrees to match that pricing under the Master Agreement and offer it to the Public Agency.

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 the Master 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. Public Agencies may, at their sole discretion, utilize as much or as little of any master agreement offered through GovMVMT.

(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.
- (3) Copy of Master Agreement including any amendments.
- (4) Summary of Products and Services pricing.
- (5) Electronic link to GovMVMT' online registration page; and

- (6) Other promotional material as requested by GovMVT.
- (7) A dedicated toll-free national hotline for inquiries regarding GovMVT.
- (8) A dedicated email address for general inquiries in the following format: GovMVT@(name of supplier).com.

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

(vi) Supplier's Performance Review. Upon request by GovMVT, Supplier shall participate in a performance review meeting with GovMVT 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 GovMVT (collectively "Supplier Content") for use on GovMVT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVT 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 GovMVT 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 GovMVT 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. 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 GovMVT's sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend GovMVT, 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. GovMVT 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%) 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.

#### **Tiered Administrative Fee\***

<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 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 board members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT’s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT’s trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to [reporting@govmvmt.org](mailto:reporting@govmvmt.org). If Supplier does not resolve the discrepancy to GovMVMT’s reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

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

- (i) Supplier’s Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) GovMVMT Price
- (vii) Number of times ordered

- (viii) Units sold
- (ix) Sales by Manufacturer

**5.6 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.** Unless otherwise specifically stated in this Agreement, 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  
(Insert Address)  
Attn: Program Manager Administration

Supplier:

(Insert Supplier Information)  
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 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

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

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

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

GovMVMT PURCHASING COOPERATIVE

Innovative Government Services Association:

By:

Name:

Title:

Supplier:

(Insert Supplier Name)

By

Name:

Title:

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

**EXHIBIT B**

## SALES REPORT FORMAT

**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.govmvmt.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,

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

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

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

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

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

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

*Authorized Signature, Lead Public Agency*

*(Printed Name)*

*(Title)*

*(Date)*

## **EXHIBIT F** **FEDERAL FUNDS CONTRACT PROVISIONS**

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

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

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

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

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

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

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

**APPENDIX II TO 2 CFR 200**

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

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

*agrees*  
*(Initial of Supplier's Authorized Representative)*

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

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

*agrees*  
*(Initial of Supplier's Authorized Representative)*

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

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

*agrees*  
*(Initial of Supplier's Authorized Representative)*

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

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

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

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

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

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

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

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

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

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

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

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

*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

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

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

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

*agrees*  
*(Initial of Supplier's Authorized Representative)*

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

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

*agrees*  
*(Initial of Supplier's Authorized Representative)*

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

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:*

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

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

*The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (Including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.*

*agrees*  
*(Initial of Supplier's Authorized Representative)*

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

*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,

## **EXHIBIT F**

### **FEDERAL FUNDS CONTRACT PROVISIONS**

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 is will comply with this Domestic Preference for Procurements.*

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

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

Address, City, State, Zip Code: \_\_\_\_\_

Phone:

Fax: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Email address of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

**Definitions**

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

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

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

1. Remedies

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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).

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

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

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

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

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

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

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

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

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

---

Date

**11. Procurement of Recovered Materials**

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

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

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 Expenditure of 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

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

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)

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

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

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

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).

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

**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 date for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works,

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

sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

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

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

Address, City, State, Zip Code: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Email address of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

**Checklist of Documents Required**

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

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

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

**EXHIBIT H**  
**ATTACHMENT 1**

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

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

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

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

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

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

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

<b>Name</b>	<b>Address</b>	<b>Interest</b>

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

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

**EXHIBIT H**  
**ATTACHMENT 1**

<u>Name</u>	<u>Address</u>	<u>Interest</u>

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

**EXHIBIT H**  
**ATTACHMENT 2**

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

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing \_\_\_\_\_ in \_\_\_\_\_  
(name of municipality) \_\_\_\_\_ (name of \_\_\_\_\_ of \_\_\_\_\_ affiant)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
\_\_\_\_\_ of full age, being duly sworn according to law on my oath depose  
and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

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

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

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

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

\_\_\_\_\_.  
(name of firm)  
Subscribed and sworn to

before me this day \_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

**EXHIBIT H**  
**ATTACHMENT 3**

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

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

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

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

**Required Affirmative Action Documentation:**

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

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

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

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

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

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**EXHIBIT H**  
**ATTACHMENT 3**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. I7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate

**EXHIBIT H**  
**ATTACHMENT 3**

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.**

**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/lfn\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfn_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;

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

where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfnr\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfnr_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.

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

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.**

**1 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:			
Address:			
City:		State:	Zip:

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

---

**Signature**

Printed Name

## Title

## Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

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

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

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

**EXHIBIT H**  
**ATTACHMENT 5**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** \_\_\_\_\_

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

**OR**

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

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

Partnership

Corporation

Sole

Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

**Stockholders:**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT H**  
**ATTACHMENT 5**

Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 2 \_\_\_\_.

---

(Affiant)

(Notary Public)

---

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

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

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

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

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

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

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

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

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

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

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

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

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

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

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

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

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  
CLATSCHANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSCHANIE LIBRARY DISTRICT, OR  
CLATSCHANIE P.U.D., OR CLATSCHANIE PARK & RECREATION DISTRICT, OR  
CLATSCHANIE PEOPLE'S UTILITY DISTRICT  
CLATSCHANIE 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  
MILICOMA 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. LAKI CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY

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

SUMMERTON 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

CADDY 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