



Olathe Public Schools, USD #233

Business & Finance - Procurement

14160 S. Black Bob Rd

Olathe, KS 66062

913.780.8045

REQUEST FOR PROPOSALS

Multi-Functional Devices and Managed Print Services

REQUEST NUMBER	22-025
DATE OF ISSUANCE	May 10, 2022
RESPONSE DEADLINE DATE	June 8, 2022
TIME	2:00 P.M. CST

Questions regarding this request should be directed to:

Ryan Floy, Senior Buyer
Business & Financial Services
(913) 780-8020
rmfloy@olatheschools.org

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

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 GENERAL

Olathe Public Schools USD 233 (or the “District” or “OPS” or “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is issuing this Request for Proposals (RFP) for the purpose of receiving proposals to enter into a multi-year Master Agreement for **Multi-Functional Devices and Managed Print Services** (herein “Products and Services”) through GovMVMT Purchasing Cooperative. Interested vendors (also herein referred to as “Contractors” or “Suppliers”) will execute and submit all information in accordance with these instructions and the applicable provisions of the specifications.

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

1-2 GOVMVMT PURCHASING COOPERATIVE

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

1-3 INNOVATIVE GOVERNMENT SERVICES ASSOCIATION

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

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

1-4 PARTICIPATING PUBLIC AGENCIES

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

The Lead Public Agency is acting as “Contracting Agency” for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency. Participating Public Agency releases Lead Public Agency, 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 Attachment C, Exhibit D.

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

1-5 MARKETING SUPPORT

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

Sales and marketing personnel that directly promote the GOVMVMT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.

GOVMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVMT.

1-6 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 as a result of this solicitation.

1-7 EVALUATION OF PROPOSALS

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

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

1-8 INTRODUCTION

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

The District is considered a leader among school districts in the State of Kansas and has tremendous community support, with a core value of continuous improvement and life-long learning. The District desires a relationship with a contractor that will assist in maintaining this status within the community. It is the objective of the District that Multi-Function Devices and Manage Print Services be provided by the

Contractor at the highest quality, with superior customer service, and at a very cost-effective and competitive price point.

1-9 SCOPE OF WORK

The Olathe Public Schools USD #233 is soliciting proposals from qualified vendors for a complete line of lease or purchase multifunction devices, manage print services, and other related services, solutions, and offerings. The objective of the District is to provide comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies; Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies; Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals; Combine the 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; Provide Participating Public Agencies with environmentally responsible products and services.

Suppliers are to propose the broadest possible selection of Products and Services they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services, and solutions to meet their various needs. Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following:

- **Multifunctional Devices** - The complete catalog of products, accessories, and supplies available from the Supplier; including but not limited to wide format, high production, fax, printers, and scanners for lease or purchase.
- **Manage Print Services** - Supplier to provide outsourced management for a fleet of devices to include initial assessment, ongoing optimization of device deployment to maximize productivity and reduce costs, life-cycle management of devices, device repair and maintenance, supplies replenishment and proactive supplies replenishment, help desk support, on-site technical support, education and end-user training, real time hard copy fleet usage monitoring and reporting, formalized reporting on operations, and any other services required for the management of print services.
- **Related Products, Services and Solutions** - The complete range of Products, Services, and Solutions such as analysis, inventory control, planning, software solutions, network solutions, third party integration related to the purchase or lease of items, fleet management, overflow printing services, legal document services or any other Products, Services and Solutions offered by Supplier.

The Proposer should thoroughly review the Specifications and Requirements (Section 3), all other sections of this document, and related attachments to ensure a full understanding of this request for proposals and what the Contractor's responsibilities and obligations will be.

1-10 SUBMISSION OF PROPOSALS

- a. Sealed electronic proposals for **Multi-Function Devices and Managed Print Services** will be received until **June 8, 2022, 2:00 PM CST**, noted in the general information section of the solicitation displayed on the eProcurement website at www.publicpurchase.com/, at which time the responses will be publicly unsealed/opened and only the proposer names read aloud. Submission of electronic responses after the specified due date/time is not possible. Proposals of any other format received after the exact time specified for receipt will not be considered. ***The District ensures the identification, security, and***

confidentiality of electronically submitted bids and proposals and they remain effectively unopened until the proper date and time.

- b. Proposals shall be submitted electronically via the eProcurement website at www.publicpurchase.com/. All proposals received in this manner are SEALED and are automatically time and date stamped. A facsimile or e-mail response to this Request for Proposals does NOT meet the requirement of a sealed bid and will NOT be accepted. Alternatively, sealed hard copy proposals may be received at the place designated within the bid solicitation and by the due date/time noted. (14160 S. Black Bob Rd., Olathe, KS 66062 – Procurement Office).
- c. Proposals must be submitted in accordance with the electronic formats provided in the eProcurement website and must be acknowledged and electronically submitted by a person authorized to commit Proposer to extend an offer. Any alterations or corrections by the Proposer must be completed prior to the Due Date/Time and require additional acknowledgement and submittal.
- d. Proposals may be edited/withdrawn at any time prior to the scheduled closing time for receipt of proposals.
- e. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for one hundred eighty (180) days after opening, however **the District reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the District.**
- f. Any time District Offices are closed unexpectedly, or the eProcurement website experiences a significant outage within two (2) hour(s) prior to the bid deadline, the District may elect to delay or reschedule any opening, pre-proposal conference, or other meeting or event related to this Request for Proposals. Such changes in schedule will be communicated as soon as reasonably possible via notification through www.publicpurchase.com/, and Proposers are responsible for making themselves aware of updates to rescheduled dates/times.

1-11 METHOD OF ORDERING

The District may use three (3) different methods of placing orders from the final contract. Purchase Orders (POs); Blanket Purchase Orders (BPOs); and approved District procurement cards.

- a. A Blanket Purchase Order may be issued to the Contractor on behalf of the District for a single year term of the agreement. The BPO indicates that sufficient funds have been encumbered for the term of the agreement. Each BPO will cite a specific period of time and will indicate the authorized PO number to be used any District department has to place an order or for the Contractor to bill/invoice against. No specific dollar amount or limitation will be indicated on the BPO.
- b. A Purchase Order may be issued to the Contractor on behalf of the District for items or services covered under the contract. An issued PO will become part of the resulting contract if it is for items or services covered under the contract but not executed as part of the original agreement. The PO indicates that sufficient funds have been encumbered for the items or services being requested and will indicated a specific dollar amount or limitation.
- c. Procurement card orders, for consumable items and/or other services, and payments may also be made by District procurement card. District procurement cards are currently Visa cards. Contractors are encouraged to accept this method of payment.

- d. Regardless of the method of ordering used, solely the contract, or any amendment thereof, will govern performance time and dates. Performance under this contract is not to begin until receipt of a Purchase Order or other notification to proceed by an authorized District representative. Purchase Requisitions shall not be used for placing orders.

1-12 PRICING

- a. Except as otherwise provided, proposal prices must be firm and based on the units specified. The proposal price shall include everything necessary for the execution and completion of the Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in the Agreement. Prices quoted on the proposal form shall include all freight and/or delivery charges, if applicable. In the event of a discrepancy between the unit price and the total price, the unit price will govern, and the total price will be adjusted accordingly. Proposer's agreement and submittal of information/pricing on the proposal site guarantees that prices have not been arrived at through collusion with other eligible proposers and without effort to preclude the District from obtaining the lowest possible competitive prices. The proposal price shall not include any allowance for Kansas State sales or use tax.
- b. Prices shall remain firm for the first year of the Agreement. A price adjustment may be made once each year thereafter, provided the Proposer, in the District's judgment, supplies adequate documentation, and is due to material increases not tied to profit margin. Requests for such adjustments must be submitted in writing at least one hundred twenty (120) days prior to the last day of the current term of the Agreement. Approval to adjust the price(s) must be granted by the District in writing before adjustments will become effective. The Contractor agrees to reduce the Agreement purchase price at any time during the life of this Agreement if the Bidder sells to any Kansas State public agency or political subdivision at prices less than those set forth in this Agreement.
- c. The District will evaluate the total price for the basic requirements with any option(s) exercised at the time of award. Evaluation of option(s) will not obligate the District to exercise the options(s).
- d. The District may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.

1-13 DELIVERY AND FREIGHT REQUIREMENTS

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

1-14 SUBCONTRACTORS

When applicable, names and addresses of all proposed subcontractors (if any) shall be submitted with the proposal response. Failure to provide this information may be grounds for rejection of the proposal. The District reserves the right to approve or reject the Proposer's subcontractor(s) at the District's discretion without recourse by the Proposer, and Proposer shall be responsible for any subcontractor activities as if furnishing the services themselves.

- a. Awarded Contractor(s) can engage Authorized Dealers to provide Products and/or Services. In the event an Awarded Contractor elects to use Authorized Dealers in the performance of the specifications, the Awarded Contractor shall serve as the primary Contractor and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement and any Addendum and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.
- b. Authorized Dealers shall have the ability to accept Orders from Lead Public Agency/Participating Agencies and invoice them directly. Authorized Dealers shall be expected to stay current with Awarded Contractor(s) products, pricing, master agreement, and addendum requirements.
- c. The Lead Public Agency reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Awarded Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of the Lead Public Agency and/or each Participating Agency as to whether they will utilize the Authorized Dealers as approved by the Lead Public Agency or work directly through the Awarded Contractor(s).
- d. Awarded Contractor(s) shall send notice to the Lead Public Agency and affected Participating Agencies with in three (3) calendar days of engaging or removing an Authorized Dealer from their list during any term of the Agreement. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead Public Agency, upon recommendation from the Participating Agency(s), to either remove the Authorized dealer from the Agreement, or in the case of multiple branch locations in one state/region, remove the Dealer from the location in which they are not in compliance.

1-15 INTERPRETATION, CORRECTIONS, OR CHANGES

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

QUESTIONS MUST BE SUBMITTED NO LATER THAN May 19, 2022 - 5:00 PM CST. Responses to questions will be posted in the RFP's Questions/Answer section as soon as possible after submittal, and addenda will be posted as applicable.

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

Proposers shall make no contact, written or verbal, with District personnel, USD 233 Board of Education members, the District's legal counsel, or the District's Superintendent during the period beginning with the issuance of this document through approval of award. Any attempt by a Proposer to influence District personnel may be grounds to disqualify the Proposer from participation in the selection process of this

Request for Proposals. The exception to this involves companies already performing services for the District, allowing for discussions necessary for completion of the existing contracts only.

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

1-16 PRE-PROPOSAL MEETING

A virtual meeting with interested Proposers will be held at **10 a.m. CST, Tuesday, May 17**, via MS Teams/Zoom/etc. This conference will enable Proposers to request clarification of any questions they have related to the scope of services. Failure to attend this conference is at the Proposers risk. **Contractors interested in attending should RSVP to District Procurement staff by end of business the day before the meeting to ensure arrangements can be made and an invitation to attend virtually will be provided by the District.**

1-17 PROPOSER'S REPRESENTATION

By submission of a proposal, Proposer represents that it has examined the Agreement documents and made an examination of the site or otherwise satisfied itself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities, where applicable.

1-18 QUALIFICATIONS OF PROPOSER(S)

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

1-19 BASIS OF AWARD(S)

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

1-20 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal in writing to the District's Assistant Director of Business and Finance – Procurement. An appeal alleging irregularities or improprieties during the procurement process must be received by the Assistant Director within five working days after the award is made (approved by the Board of Education), must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Assistant Director to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1-21 PROPOSAL CONFIDENTIALITY

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

1-22 ORDER OF PRECEDENCE

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

1-23 RECORD OF PURCHASES

Contractor must provide a record of all items ordered and/or services rendered under the Agreement. The Contractor must provide the District's Procurement Office with a "usage" report of services rendered, items ordered, quantities, and pricing, on a quarterly basis, unless otherwise negotiated. This usage report must include invoice numbers and be sent to the District's point of contact for the Agreement.

1-24 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the District. The term of this agreement may, if mutually agreed upon in writing, be extended by a three (3) year term, followed by a two (2) year term, provided written notice of each extension is given to the Proposer at least one hundred twenty (120) days prior to the expiration date of such term or extension, for a total possible contract term of 10 years. In the event funding approval is not obtained by the District, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

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

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

2-2 RFP RESPONSE REQUIREMENTS

- A. **Response:** The proposal response shall be **filled out as completely and concisely as possible**, responding to all questions and information requested in Section 3, and all Exhibits and Attachments (GovMVMT Purchasing Cooperative requirements) as well as uploading any required documentation and supporting materials or acknowledgements. All Proposals must be organized in the order requested to allow for easy reference. Responses shall be entered and submitted by an official who has full authority to enter into an Agreement. Proposers who review the specifications of this RFP but are not interested in providing a response may indicate this by returning a response of "**No Bid**."
- B. **Cover Letter:** Provide an introduction to the Company and include an expression of the Company's ability and desire to meet the requirements of the RFP. The letter will indicate the principal or officer of the Offeror organization who will be the District's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.
- C. **Executive Summary:** Briefly describe the Company's approach to meeting the District's requirements as outlined in the RFP, indicate any major requirements than cannot be met, and highlight the major features of the Proposal. Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include, but not be limited to, direct experience with local government and K-12 implementations. The Offerors record should reflect from the date of this RFP a minimum of five (5) years of contiguous experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than one year prior to the date of this RFP. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
- D. **Financial Stability:** Provide evidence of company's financial status and stability. Offeror must provide detailed, audited income statements and balance sheets from four of the most recent reporting periods.
- E. **Attachments:** Provide any additional supporting/sample documentation on forms provided or in proposal Response.
- F. **References:** Provide the District a listing of all Missouri and/or Kansas school districts for which the company currently provides MFD and MPS solutions. The Company shall additionally provide the District a listing of all public-school clients who have discontinued service in the past five years due to poor/non-performance, if applicable.

Provide three (3) current client references for whom you provide services related to MFD and MPS solutions similar to those the District is seeking. Include at least one contact for a contract currently in force with a school district similar in size and population to Olathe Public Schools. Please provide the name of the organization, the size of the organization, years of service, and contact information. (See **Attachment D – QUALIFICATIONS AND REFERENCES FORM**)

- G. Insurance: In addition to the General Requirements specified in Section 6-10. e, Proposer shall include evidence of existing insurance coverages consistent with those specified under Contractor's Insurance in Section 6-10.
- H. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document, provided however, that proposed exceptions to the Form DA-146a Contractual Provisions Attachment shall NOT be binding on the District and shall NOT be incorporated into the final agreement. Add any comments about the project of concern to the Proposer.
- I. Product Incentives: Offeror may elect to provide a narrative description for any incentive program offerings in Section 3 of the Specifications and Requirements.
- J. Required Submittals: Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

Offerors will include:

SUBMITTAL	RFP LOCATION/DOCUMENT REFERENCE
Cover Letter	2-2. RFP RESPONSE REQUIREMENTS - B
Executive Summary	2-2. RFP RESPONSE REQUIREMENTS - C
Financial Stability	2-2. RFP RESPONSE REQUIREMENTS - D
References	2-2. RFP RESPONSE REQUIREMENTS - F
Insurance	2-2. RFP RESPONSE REQUIREMENTS - G
Proposer Exceptions	2-2. RFP RESPONSE REQUIREMENTS - H
Product Incentives	2-2. RFP RESPONSE REQUIREMENTS - I
Cost Proposal	Attachment A & B
MFD Technical Specifications	Attachment A-1
Questionnaire for National Consideration	Attachment C: GovMVMT– Exhibit A
Supplier Response: Section A: Item 1 Section B: Items 1 – 11 Section C: Items 1 – 11 Section D: Items 1 – 12 Section E: Item 1	Attachment C: GovMVMT– Exhibit B
Administration Agreement	Attachment C: GovMVMT– Exhibit C
Federal Funds Contract Provisions	Attachment C: GovMVMT– Exhibit F
FEMA (Federal Emergency Management Agency) Special Conditions	Attachment C: GovMVMT– Exhibit F
New Jersey Business Compliance – Attachments 1- 7	Attachment C: GovMVMT– Exhibit G

2-3 RFP TIMELINE

A. The following is the **anticipated** RFP timeline. Missed dates may result in rejection of proposals. The District will provide answers, in the form of posted responses in the RFP's Questions section online, and/or Addenda if required, to all questions submitted in writing prior to the date below.

TARGET DATE	ACTIVITY	RESPONSIBLE
May 10, 2022	Issuance of RFP	Olathe Public Schools
May 17, 2022	Pre-Proposal Virtual Meeting	Olathe Public Schools
May 19, 2022 - 5:00 PM CST	Deadline for submission of questions or clarifications	RFP Recipients
May 23, 2022	Final question responses &/or Addenda posted	Olathe Public Schools
June 8, 2022 2:00 PM CST	Written proposals due	RFP Recipients
June, 2022	Evaluation of proposals complete/Selection of Finalists	Olathe Public Schools
June, 2022	Advanced/On-Site/Detailed Demonstrations????	Selected RFP Finalists
June 28, 2022	Anticipated: Evaluation of Finalists complete	Olathe Public Schools
July 7, 2022	Potential Contract Award Board of Education Approval	Olathe Public Schools

SECTION 3 - SPECIFICATIONS & REQUIREMENTS

3-1 GENERAL BACKGROUND

The Olathe Public Schools USD #233 is soliciting proposals from qualified vendors for a complete line of lease or purchase multifunction devices, manage print services, and other related services, solutions, and offerings. The objective of the District is to Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies; Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies; Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals; Combine the 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; Provide Participating Public Agencies with environmentally responsible products and services.

Suppliers are to propose the broadest possible selection of Products and Services they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services, and solutions to meet their various needs. Suppliers should have demonstrated experience in providing and installing the Products and Services as defined this RFP, including but not limited to the following:

- **Multifunctional Devices** - The complete catalog of products, accessories, and supplies available from the Supplier; including but not limited to wide format, high production, fax, printers, and scanners for lease or purchase.
- **Manage Print Services** - Supplier to provide outsourced management for a fleet of devices to include initial assessment, ongoing optimization of device deployment to maximize productivity and reduce costs, life-cycle management of devices, device repair and maintenance, supplies replenishment and proactive supplies replenishment, help desk support, on-site technical support, education and end-user training, real time hard copy fleet usage monitoring and reporting, formalized reporting on operations, and any other services required for the management of print services.
- **Related Products, Services and Solutions** - The complete range of Products, Services, and Solutions such as analysis, inventory control, planning, software solutions, network solutions, third party integration related to the purchase or lease of items, fleet management, overflow printing services, legal document services or any other Products, Services and Solutions offered by Supplier.

The Proposer should thoroughly review the Specifications and Requirements (Section 3), all other sections of this document, and related attachments to ensure a full understanding of this request for proposals and what the Contractor's responsibilities and obligations will be.

3-2 MFD/MPS PROGRAM BACKGROUND AND OVERVIEW

The District has had an MFD lease and maintenance agreement in place for approximately 15 years for its MFD fleet as well as an MPS agreement for most of its desktop printer fleet. Average MFD volume for FY22 was approximately 4.1 million impressions (impressions/pages/prints/clicks/copies) per month [3.5 million Black & White; 560K Color] or 49.2 million impressions annually [42 million Black & White; 6.7 million Color]. The District MFD/copier/MPS device fleet is comprised mainly of devices in the segments listed below, for use in offices, designated copy rooms, and administrative sites throughout the District (60 buildings, including schools, alternative education sites, and support facilities). The District centrally manages and

funds the MFD/copier/MPS program. MFD's and MPS devices are allocated to schools based on level – elementary, middle school, and high school.

A. The District MFD Fleet and MPS Devices are a complete turn-key solution providing all MFDs and related equipment (integrated and standalone), support, maintenance, supplies, software, related services, and solutions. Software solutions include: NSI AutoStore 6.x for document capture and workflow automation; RightFax 11.x for FoIP; Equitrac Office 4.x for cost accounting and secure print management; and Ricoh @ Remote Enterprise Pro with @ Remote connector for diagnostics, configuration, monitoring, and reporting. District employees require the ability to walk up to an MFD to release secured print jobs, perform copy, scan (to email) and fax functions (where applicable). With more than 400 devices, it is essential to have a very reliable, well-maintained MFD/MPS fleet that is easy to operate.

As of April 2022, the District leases the following MFD/MPS devices under a single, co-terminus agreement and also operates an MPS agreement for District owned devices:

Make	Model	Quantity
Ricoh	MP2555ASP	7
Ricoh	MP5055SP	31
Ricoh	MP6055SP	46
Ricoh	MP6503SP 417917	25
Ricoh	MP9003_SP	1
Ricoh	MPC3504EX	47
Ricoh	MPC4504	3
Ricoh	MPC4504EX	18
Ricoh	P502	3
Ricoh	PC600	89
Ricoh	SP4520DN	160

B. Graphics Communications is included in this scope of work and is responsible for Production Print operations provided to District schools, departments, and support buildings. Typical documents produced by Graphics Communications include:

- Books, booklets, and manuals of various types, sizes, and bindings (Stapled, Saddle Stitched, GBC and Coil Bound)
- Miscellaneous student assignments, worksheets, reports, fliers, forms ,etc.
- Newsletters
- Variable Data Printing (custom letters, postcards, other mailings and addressing)

In FY22 Graphics Communications produced approximately 2.3 million impressions per month [2.2 million Black & White; 85K Color], or 28 million impressions annually [27.1 million Black & White; 1.01 million Color].

Make	Model	Quantity
Ricoh	PRO8210	5
Ricoh	PRO8310	1
Ricoh	PROC5200S	1
Ricoh	PROC7210X	1

3-3 STATEMENT OF REQUIREMENTS

The District approach to IT architecture maximizes the return on investments and emphasizes and ensures reliability, scalability, and security, while promoting standards-based acquisition that can be adapted across the enterprise. The District promotes smart technologies that can both improve the efficient performance and reduce the energy consumed when the device is in an inactive state. The strategy includes the use of virtualization through consolidation for most pre-production environments. The District operates a central, enterprise-wide technology infrastructure that includes communication networks, server and client platforms, operating systems, software, databases, enterprise email and messaging systems, (i.e., office productivity, collaboration), document imaging platform, storage platform, and other supporting software and tools (i.e., middleware integration, security, system management, and performance monitoring) to implement and support line of business applications. In addition, the technology infrastructure is the base for providing essential services (i.e., authentication, storage, file sharing, network addressing, directory, remote access, etc.) that are necessary to implement technology solutions that address validated business and technical requirements and allow for efficient integration of additional infrastructure services and new technologies into the enterprise.

A. MFD Hardware Requirements

Hardware is the very core of any MFD Fleet therefore it is desired that each device should be capable of connecting to a TCP/IP network, be reliable, easy to use, intuitive, and perform all industry standard functions including print (duplex output required), copy, scan, and fax (over phone line or IP). Uptime is important therefore key performance indicators such as: average time between failures, number of impressions between scheduled maintenance, recommended monthly volume, and the like should be discussed. True concurrency/multi-tasking across all functions simultaneously is desired and should be explained in detail (explain job interrupt feature also). Offeror advertised print/copy/scan/fax speeds may be tested for accuracy including through all attached finisher and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. Industry awards from BERTL (Business Equipment Research and Test Laboratories), BLI (Buyers Laboratory Inc.), and the like should be cited.

Convenience feature such as hot-swappable toner and replacement of paper while engine is running are desired. Security is essential therefore a data overwrite feature for devices equipped with non-volatile memory should be available. Noise level is also a concern and solutions offered should meet the following dB (A) SPL requirements; <40 dB (A) SPL standby, <65 dB (A) SPL continuous run, <75 dB (A) SPL peek. In addition, each MFD should be capable of the following minimum requirements:

- a. **Network** – Each MFD base unit should comply with Institute of Electrical and Electronics Engineers (IEEE) 802 standards, be Simple Network Management Protocol (SNMP V. 2 and above) manageable and support the following protocols: Transmission Control Protocol/Internet Protocol (TCP/IP) (Preferred), System Network Architecture (SNA and SNA/3270), Internet Packet Exchange (IPX), Simple Network Management Protocol (SNMP), and Apple Talk. Each device should be compatible category 5/5e/6/6a copper Unshielded Twisted Pair (UTP) and Screened Twisted Pair (SCTP) cable, 8 Position 8 Contact (8P8C aka RJ45) Ethernet connector, and Siemens 3 and 4 (or similar) outlet modular

faceplates with color-coded inserts to identify the media being used in each outlet (voice and data are terminated at the same faceplate).

- b. **Print** – All MFD must be capable of and defaulted to duplex printing. Required minimum resolution is >1200x1200 dpi. Finisher requirements are covered later in this section. Further print requirements include:
 - i. Drivers – Should be bi-directional supporting; Microsoft Windows 10 64-bit, Mac OS 10.15x. Driver must communicate with MFD and allow District users all available finishing options whether printing direct or through a follow you/me print solution.
 - ii. Page Description Language (PDL) – Should support auto switching within the document for PCL 5/5e/6, PostScript 3, PDF, and TIFF.
 - iii. Host Interfaces – Should include 100BaseT/1000BaseTX. Options for Gigabit Ethernet, IEEE 802.11 a/b/g/n, Bluetooth, IEEE 1394 are a plus.
 - iv. Network Protocol – Should encompass IPv4, IPv6, and Raw IP (Port 9100).
- c. **Scan** – This feature is crucial as public entities move toward electronic documents for; paper forms replacement, records retention, document management, and creation of workflows to automate once cumbersome, inefficient, manual processes. Software (covered later) will play a major role in maximizing the capabilities of these network attached MFD's. Standard scan capabilities should include color and/or grayscale documents through the >100 sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at >1200x1200 dpi; Originals scanned from the platen will range in size up to 11" x 17" and may include hardbound books >3" thick; Devices capable of 2-sided scanning in a single pass are highly favored. Scan documents must be capable of being saved as PDF or TIFF format to a file server or sent to an email address.
- d. **Copy** – This feature is crucial to many where paper output is still a requirement. Standard copy capabilities should include True Stackless/Trayless Duplexing and Scan Once Print Many (SOPM) of color and /or grayscale documents through the >100 sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at >600 x 600 dpi in quantities from 1-999; Originals copied from the platen will range in size up to 11" x 17" and may include hardbound books >3" thick; Reduction and enlargement features should include variable zoom from 25% - 400%, auto reduction and enlargement to fit selected paper size, and user presets; Other features such as; auto size sensing, auto paper select, auto tray switching and output to 1:1, 1:2, 2:1, and 2:2 should be included.
- e. **Fax** – This option should allow for sending and/or receiving faxes over IP, and capable of sending and/or receiving at >200 x 200 dpi; store >100 pages in memory; >20 speed dials; store incoming fax(es) or output to paper; and store transmission report(s) or output to paper. Function should be compatible with analog and integrated or third-party IP based solutions.
- f. **Control Panel** – Ergonomics is paramount. The user interface should be user friendly, have a consistent look and feel across fleet with large easy to read buttons (preferable backlit). A high-resolution color touch screen with intuitive navigation menu that can be customizable and allow for third-party software integration and display customization is highly favored. An optional built-in or external keyboard is a plus.

- g. **Paper Trays** – At a minimum MFD segments 3-6 should have a standard capacity of >2000 sheets with customer adjustable trays accepting #10 envelopes, paper types from plain to cardstock and virgin -100% recycled content, paper sizes from 5.5" x 8.5" to 11" x 17" and paper weights from 16 lb. - 110 lb. (16-34 lb. through standard trays and up to 110 lb. through the bypass tray). Intelligent tray switching and the ability to load paper while job is running are desired.
- h. **Finisher** – Standard built-in or add-on finisher should be capable of collating >250 sheets and Stapling >50 sheets. Advanced Finishers with features such as >100 sheet stapler, 2 and 3 hole-punching, folding, saddle-stitch booklet-making, and post process insertion should be available for segment 4-6 devices.
- i. **Optional High-Capacity Paper Tray** – In addition to the standard built-in paper trays an optional high-capacity paper tray/deck/feeder with a >2000 sheet capacity should be available for MFD's in segments 4-6.

B. MFD Software

Software unlocks the true capability of the MFD's while enabling them to be easily administered from anywhere on the network and therefore is a key component to the MFD Fleet. Cost accounting, print management, workflow automation, diagnostics, configuration, monitoring, reporting solutions, and security features such as data overwrite should be addressed. Scanning software should accommodate scanning to a variety of image/document management applications. Print drivers and solutions offered should be compatible with current District IT standards. All data will become the sole property of the District when the contract is terminated or renewed. All solutions implemented should be architected to allow for high availability, load balancing, clustering, and failover capability to permit operational continuity and negate or minimize end-user/enterprise solution downtime. Currently the District places all software solutions behind an F5 load balancer for high-availability and failover therefor all software should be fully supported.

Software Licenses: must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. The District will not lease licenses except under "Software as a Service" arrangements that include external hosting.

Software Maintenance: if any, must be calculated from a clearly defined basis and be an optional purchase at the District's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the District assumes the maintenance basis to be the net price dollar amount of nonexclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 15%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Vendor.

Upgrades, Updates and Patches: The Vendor shall make available to the District at no additional charge all upgrades and patches to the software as they are released so long as the District is currently under the Vendor's software maintenance agreement. If the District opts to take advantage of the patch or updated version, the Vendor shall install and support it under the onsite maintenance agreement. Upgrades and patches will be applied in accordance with District's change management procedures.

- a. **Cost Accounting and Print Management** – There are several reasons the District desires to continue using an enterprise cost accounting and print management solution from; secure print release to rules-based routing, cost cutting to charge back, and productivity to waste reduction to name a few. The solution should be cost effective, robust, and easy to use. Reporting capabilities should include: detailed and summary (dashboard) level, historical data by day, week, month, quarter, year, and lifetime, activity by - date, device, user, department, function, document name/origin, output media, destination, page count, cost, and top 10 user defined custom reports. Solution should be capable of; tracking MFD usage (and potentially existing print device), authentication from MFD to AD/LDAP via HID Proximity Card Reader and manual logon, ability to physically release secure print job(s) from any MFD via HID Proximity Card and manual logon, ability to set quota by user, device, department/billing code, option for popup message informing user of print cost then automatically or with user intervention redirect print jobs to lower cost devices. Potentially integrate with District's ERP solution. While an agent component may exist the very core of the solutions functionality should be agentless.
- b. **Document Capture and Workflow Automation** – While it is the District's desire to remain with NSi AutoStore/SMARTicket/AutoCapture the proposed solution should be a centrally managed, transactional based, document capture workflow automation tool accommodating scanning to a variety of image/document management applications including the District's current versions of: SharePoint Online, 64bit version of Windows Server 2016 AD environment, E-Mail (Outlook 2019), Desktop (64bit versions of Windows 10), and RightFax 11. Scan options should include: Optical Character Recognition (OCR) to PDF (version 1.6+, format PFD/A and PDF/H are desired) TIFF, MS Office 2019 formats, encryption and decryption, auto redaction, form recognition, barcode and image processing, and use of existing PKI/Certificate (digitally sign and encrypt) for secure email transport from MFD is a huge plus. Solution should be capable of; ability to customize MFD control panel based on user authentication, automation of forms processing, redirect incoming faxes to department and user level network folder or email account and sending email notification of received fax with hyperlink to document location.
- c. **RightFax** – Present a plan to integrate existing RightFax software (version 11.x) with each MFD as part of a holistic solution to assist the District in its environmental initiatives and reduce spending. Where possible, POTS lines should be converted to DID's but a totally IP based solution would be ideal. Present a plan to integrate RightFax with transactional based document capture and workflow automation tool accessible from the display panel of the MFD via the Scan function.
- d. **Monitoring, Reporting, Diagnostics, and Configuration** – It is mandatory the fleet be proactively monitored by an intelligent, real-time solution to mitigate real or potential fleet related issues (supplies, maintenance, repairs, etc.), trigger creation of a trouble ticket, notify and dispatch Offeror support staff (located on-site is preferred). Contractor will install such software, provide access and end user training for District staff, as necessary. Reporting capabilities should allow high level (dashboard would be nice) as well as very detailed reports (i.e., performance metrics, customer satisfaction, performance trends, variance between the reported measures and actual performance standards, etc.) and offer output to a variety of formats, i.e., Word, Excel, PDF, HTML, XML. As fleet issues arise ideally, they would be remotely diagnosed and resolved where possible. When MFD configuration requirements and directives change, a

centrally managed solution that can quickly and easily push changes to the fleet wins out over having to physically visit each device. The preferred solution would encompass all areas in a single, cost effective, easy to use, unified software package.

C. MFD Service and Support

Provide their turnkey service and support solution to the District. Offeror will be the focal point for all service-related calls. Level and quality of service are paramount and service improvements should be made continuously in line with the District's long-term vision and goals. Furthermore, understanding the District's expectations in terms of level of service versus service provided and striving to meet these expectations must be an ongoing mission. Documented policy should be linked to clearly defined processes and procedures and made available upon request. Support Engineers should receive continuous and relevant training, perform regular brain dump/knowledge transfer sessions, and proactively keep abreast current service bulletins/patches/fixes etc., to better serve the District. Established support levels should be clearly defined and communicated. Open and honest communication is a key to a good relationship and should be actively practiced.

The District reserves the right to have Vendor staff replaced if their work is unsatisfactory; or if their behavior is perceived disruptive to our work environment; or if a staff member becomes ill; or if the assigned individual is no longer suitable for the assigned tasks; or if for any other reasons the assigned work tasks are terminated. The District will not assume any responsibility or liability for personnel actions taken by the Vendor should such a replacement be required.

D. Account Management

Basic account management should include: regular management reviews of support history and open support requests, priority handling for feature requests submitted to Offeror, monthly reporting on support issues, case history, and established metrics, Technical Account Manager on-site a minimum of twice a month, and full-time professional services resource providing coordination, communication, and technical consultation services until issues are resolved. Offerors should present their plan for; long-term customer support and satisfaction strategy, measuring and reporting customer (District employees) satisfaction, implementing a service request escalation and issue resolution process, and a plan for identifying, implementing, and measuring business process improvements. The District desires timely access to all Offeror records related to the contract awarded.

E. Fleet Transition

Offeror is solely responsible for all planning and activities surrounding and related to the transition from the District's existing MFD fleet to the Offerors proposed solution. Offeror should have complete solution implemented within two (2) months of contract award. Offeror will continually interface and coordinate with District and existing vendor to completion. Removal of existing MFD fleet must be concurrent with the installation of new/upgraded solutions and be done in an environmentally responsible manner. Software solution should be in place before hardware is rolled out. All devices must be clearly labeled to show the Offerors; support phone number, offerors supply order phone number, and manufacture serial number. No cost will be incurred by the District for any/all related fleet transition planning and activities. A detailed, easy to read plan must be presented free of ambiguity describing how this is to happen.

F. Service Level Agreement

Submit a Service Level Agreement (SLA) describing in minute details the services and service level(s) being offered (provide evidence and detailed results of SLA for like sized organization). MFD solution uptime should remain at >98% during District hours of operation. Uptime is defined as simultaneous full functionality of all features/functions in implemented solution. Offeror should describe in detail how uptime will be calculated, recorded, and reported.

G. Response and Restoration of Service

For purposes of this RFP *Response Time* is defined as the amount of time taken between service request submission and time for technician to be on-site end user contact providing them with the following: service request/ticket reference number, estimated time to restoration, brief synopsis of action taken if any, and collection of additional information as necessary. *Restoration of Service* is defined as returning a device or system to its full operational state. Web and phone support should be offered as needed 24 hours a day, seven days a week. On-site support shall be provided from 7 a.m. to 6 p.m. weekdays, excluding District holidays, with overlapping shifts to provide maximum staffing during the hours of 8 a.m. – 5 p.m. is required. Offeror will accept and provide the same Response and Restoration of Service times for service requests submitted via web, email, phone, written, and verbally. Response time within two (2) business hours and Restoration of Service within four (4) clock hours of service request submittal should be guaranteed. If Response and/or Restoration of Service are not achieved within these specified times the entire monthly cost of the MFD and associated components and/or solutions will be credited to the District's MFD Program account at the District's discretion. The end user should remain informed and receive regular updates.

H. Support Staff

Furnish the appropriate level of on-site, in-field, and remote support staffs to ensure the District's needs are met. Offeror personnel are to comply with all applicable District policies. Offeror on-sight personnel dedicated to serving and supporting the District are to devote their full-time, attention, and efforts to the District and no other entities. Offeror must provide adequate Support Staff to backfill planned or unplanned personnel outages. It is preferred that much of the support staff remains static to foster a synergistic working relationship among the Offeror and District employees. The Offerors staff must determine if the problem is hardware, software, or network, etc. related and immediately coordinate the dispatch of the appropriate service organization and rule out all Offeror solutions before engaging the District's IT Staff. Support Staff expected duties include but are not limited to:

- a. Receive and action service requests while in the field via e-mail to an Offeror provided mobile device and be equipped to receive voice, email, text, and hard copy where available/applicable.
- b. Monitor and action device alerts, response/restoration of service time and equipment uptime. Provide report by machine for all service actions as requested by District.
- c. Physically visit each MFD at least every two weeks and perform a comprehensive inspection, preventative care and maintenance as needed.

- d. While visiting the MFD, Offeror Support Staff will meet with site contact(s) to understand specific support issues, training needs, and other requirements then communicate findings to the proper District representative(s).
- e. Provide same day (emergency or otherwise) supply deliveries and installation as needed.
- f. Deliver, unpack, and install all goods and services. This includes, but is not limited to, the following: checking the equipment for proper operation, loading paper, and/or supplies, enabling network connectivity, removing all shipping materials and disposing of /recycling applicable materials.
- g. Perform key-op training for all HW/SW solutions.
- h. Provide as needed, comprehensive product training to all District personnel to include: walk-up, network, desktop client functions. Describe measures for ensuring all end users are properly trained on solutions implemented.
- i. Offeror will work with the District to provide, install, and configure all relative software (drivers, etc.) throughout the life of the contract.
- j. Manage equipment moves for the life of the contract.
- k. Maintain monthly, 100% accurate equipment inventory list to include the following information: make, model, serial number, IP address, network share name, street address, floor, suite/office number, room number, city, zip code, install date, District department name, customer focal point – name/telephone number, meter read, number or service calls, and percentage of uptime. Electronic report output formats should include PDF, XML, XLSX, DOCX, etc. as specified by the District.
- l. Other duties as assigned.

I. Maintenance and Supplies

Provide turnkey maintenance and supplies (including preventative and scheduled, and emergency) solution to the District. It is desired that frequently used field replacement units (FRU's) and supplies shall be identified and stored at District facilities identified for storage at no cost to the District. Offeror will be solely responsible for all service, supplies, maintenance, repair, upgrade, and replacement of solutions implemented. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient and economical method possible while maintaining a high level of customer service and satisfaction and to the satisfaction of an authorized District representative. Offeror will describe in detail how maintenance, repair, upgrade, and replacement have been successfully provided to a like-sized organization and provide evidence. Offeror must provide service credits (device and paper) at the District's discretion for impressions made during maintenance and service calls.

J. Education, Training, and Communication

There is a perpetual need in all three areas therefore, Offeror will be solely responsible for all education, training, and communication of solutions provided by the Offeror. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary; (b) furnish all materials, supplies, and equipment specified; and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified, and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized District representative.

To keep the training relevant to the ultimate look-and-feel of the system as well as fresh as possible and still accommodate the necessary number of sessions, it is expected that training will not begin until after preliminary system acceptance and before cut-over, but in no case will begin longer than 60 days prior to the scheduled "go live" date. The District shall provide space sufficient for conducting the training and housing and securing the training equipment. The Vendor shall be responsible for providing sufficient training materials and take-away documents such as user manuals and user guides/"quick reference guides" to adequately perform the initial training and provide follow-up reference material for the trainees.

It is currently estimated that several separate training sessions will be required to accomplish the above. The District will work with and assist the Vendor in the scheduling of the training program. To support the ongoing training requirements for the District, it is expected that the Vendor will conduct Train-the-Trainer sessions. If the system go-live date is significantly delayed due to the Vendor's actions or faults, any repeat training sessions as determined by the District must be performed at no cost to the District.

Explain in detail how education, training, and communication have been successfully provided to a like-sized organization, providing evidence of such. Explain in detail the proposed education, training, and communication solution, including, policy, process, and procedures. Examples should include use of District auditoriums (or the like) for large scale instructional and hands-on training to District IT Analyst(s) and solutions for training the District user community to include on-site training. Training will occur throughout the life of the contract therefore pre and post implementation training should be addressed as well.

K. Defective Equipment

In the District's judgment, if equipment is deemed unsatisfactory, a "lemon", is not completely operational (all equipped functions working simultaneously), or out of service for more than two business days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the District. The District has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than two business days, the Offeror at no cost to the District will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized District representative.

L. Technology Refresh

Technology Refresh is defined as the introduction of a 100% new hardware in any class/category by the successful Offeror after the initial placement of equipment under this contract. The District reserves the right at its sole discretion to invoke this clause at any point in time during the contract period and have the successful Offeror replace the existing hardware with the new product (to include installation, integration, and deemed satisfactory by authorized District agent) at no additional cost to the District. The successful Offeror should include with the bid documents what the provisions of their Technology Refresh clause will include. Successful Offerors who offer a Technology Refresh Clause that ensures the District will have the most recent hardware at its disposal during the entire length of the contract period will be more favorably considered in the award process. (Please note that all software upgrades that do not necessitate corresponding hardware upgrades will be automatically provided by the successful Vendor in a timely fashion (<1 month after release) at no cost to the District.) There will be a Technology Refresh at the end of each contract period should the District decide to renew/extend the contract, at which point the Offeror has up to three (3) months to refresh the entire fleet. If new models become publicly available within the first year of contract and are intended to replace or succeed models the District is currently leasing, the District has the right to replace any/all older models with the new model at no additional charge.

M. System Documentation

The Vendor will supply as dictated by and at the District's request in a timely fashion, documentation in printed and/or electronic format (i.e. latest version of MS Word/Excel/Project/Visio/etc., PDF, or other format at the District's option). The proposed solution must include complete documentation including, at a minimum:

- a. **Technical Documentation:** Describe the technical architecture, capabilities, and specifications of the solution as installed, configured, and customized. The technical documentation must include information regarding the relational database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (API's), program description, report manual and the like. A detailed Visio diagram encompassing the entire solution and dependencies will be kept up-to-date and always made available. The Offeror must compile and provide to the District complete documentation for all hardware, COTS, and customized components of the solution environment.
- b. **Systems Administration Documentation:** Describe the steps and procedures necessary to operate the solution as installed, configured, and customized including a detailed troubleshooting guide to resolve any conceivable solution related issues. It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc.
- c. **User Documentation:** Describe the operation of the products, as installed, configured, and customized from an end user perspective. The documentation must cover sign-on and signoff sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc., and must be targeted to specific user groups.
- d. The Vendor shall, at no additional charge to the District, provide updated Technical, System Administrator, and User documentation when major system changes or updates occur such as Versions or Releases. Documentation will be provided in electronic format with permission for the District to distribute internally as needed. All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, etc., addressed by the release or version.

- e. The Vendor shall, at no additional charge to the District, provide documentation for any system configurations and integrations. Any content within the documentation which is considered proprietary in nature shall be so marked.
- f. The Vendor shall be responsible for maintaining all documentation for the solution(s) implemented on an ongoing basis.

N. Environmental Initiatives

Discuss how the offering will help the District in its environmental initiatives, specifically sighting the differences between the existing solution and Offerors proposed solution. Indicate special recognition or industry awards received in this area. Suggested items to address include: Green design; Environmental benefits; Waste generated (packaging and consumables); Offerors are required to provide and easy to use ink/toner recycling program at no charge; General recycling efforts; Use of recycled paper (30-100%); Carbon footprint; Environmental Impact tracking software; ENERGY STAR qualified; Energy consumption/Power modes; ISO 14001; Electronic records retention for life of contract.

O. Security

Two main areas of focus are personnel and implemented solutions.

- a. **Personnel** - The Offeror will provide proof and results of background checks (email or hard copy to an authorized OPS representative) at the Offerors expense for Offeror and Offeror related personnel who work on any OPS site. (SEE EXHIBIT 3) Background checks should be performed annually and include:
 - i. Social Security Number (SSN) – Trace and Verification
 - ii. US Department of Treasury – SDN List and OFAC Sanctions Program
 - iii. US Department of Justice – National Sex Offender Registry
 - iv. Criminal Records – Felony conviction in last ten (10) years
 - v. Drug screening – OPS is a Drug Free Zone
- b. **Solutions** - Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure OPS is never compromised as a direct/indirect result of implementation. All Equipment that does not have data overwrite software (DOS) installed will need to have the hard drive removed and returned to the designated OPS representative for destruction. OPS desires a certificate of destruction for all memory devices when removed from OPS Equipment. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to OPS and rectified ASAP. Suggested items to address include:
 - i. IEEE certifications
 - ii. HIPAA/FERPA compliance
 - iii. Data encryption
 - iv. Access control
 - v. Data overwrite feature
 - vi. Fax and network security
 - vii. Audit trail
 - viii. Use of existing PKI for secure email transport from MFD

P. Equipment Lease

Purchase orders for lease of MFD's, elected accessories and software will be initiated by OPS. Authorized users will lease at the monthly lease price of any additional features. Equipment lease acquisition plans shall include full maintenance, all parts, including but not limited to, drums, and all supplies including toner, color toner(s), developer, color developer(s) and staple wire, excluding paper. Lease agreements terms established by issuance of a purchase order shall be effective on the date the equipment is accepted, ready for use, and shall continue for the lease period. Automatic renewals of the lease agreement are prohibited. OPS may elect to renew an existing lease agreement for one-year. OPS reserves the right to cancel and terminate any lease orders, in part or in whole, for MFD non-performance (Section 3 – Specifications & Requirements, 3-4, I) or if funding is withdrawn, without penalty.

Q. Equipment Purchase

Purchase orders for Equipment purchase and elected accessories will be initiated by OPS. OPS may issue a purchase order for maintenance and supplies which will be invoiced for maintenance of MFD's purchased under this acquisition plan and shall include full maintenance, all parts including, but not limited to, drums, and all supplies including toner, color toner(s), developer, color developer(s), and staple wire, excluding paper. A separate manufacturer's maintenance agreement shall not be used since this contract and the authorized user's purchase order will constitute the complete agreement. Annual maintenance agreements will be established by issuance of a purchase order and shall be effective on the date the machine(s) is accepted and ready for use. Maintenance agreements will be co-terminous with the end of each fiscal year. Automatic renewals of the maintenance agreement by the Contractor shall not be accepted. Contractor shall notify in writing to the ordering agency a renewal proposal 90 days prior to expiration. One-year renewals of maintenance agreements (which include supplies and maintenance) in the subsequent years after expiration of this contract and all subsequent renewals of the original contract may be entered into at the agreement of OPS and the Contractor. Contractor shall notify in writing to the OPS designated point of contact a renewal proposal 90 days prior to expiration. OPS shall notify the Contractor by execution of a purchase order to renew for a one-year period. Automatic renewals are prohibited. OPS reserves the right to cancel and terminate any resulting maintenance agreements orders, in part or in whole, at any time without penalty.

R. Delivery and Installation

Delivery and installation will be scheduled at least twenty-four hours in advance with the OPS MFD Program Administrator. OPS will provide proper electrical outlet, pre-tested active network drop and cabling if required, and phone lines for faxing if required. The Contractor shall perform complete installation and verify operation of all equipment upon delivery. At the time of installation of a connected MFD, the MFD shall be installed to a standalone configuration. The Contractor shall provide drivers and software/firmware needed to load to the network.

S. Service and Maintenance Support

The Contractor shall have a service organization capability which includes but is not limited to the following:

- a. **Qualified service/repair personnel:** Service representatives shall be full-time employees of the Contractor or designated by the Contractor as their full-time authorized representative. Service representatives shall be factory-trained technicians. All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the

manufacturer to perform such services. The District reserves the right to require proof of certification at any time during the term of the contract.

- b. **Repair parts:** Defective parts may only be replaced by new OEM parts if exist or are still manufactured; no refurbished, remanufactured, surplus parts or the like will be used.
- c. Contractor shall provide a toll-free number for service/maintenance requests. Individual OPS sites will call the designated toll-free number to request service. OPS prefers a designated person for all service requests.
- d. Offeror shall include any web interface currently in place for placing and tracking service requests, to include status of requests, parts ordered, etc.
- e. **Service response times:** Response to requests for service shall be made within 4 working hours of notification by the agency during normal working hours of 7:30 A.M. to 4:30 P.M. Monday through Friday, excluding District holidays. The 4-hour response times apply to service requiring a technician on site of the Equipment needing repair.
- f. Repairs to solutions implemented shall be completed within 12 working hours from first notification by OPS. Contractor must have a local parts depot fully stocked to meet this requirement. If Contractor is unable to fully restore device to proper working order the entire monthly cost of the device will be credited to the appropriate OPS account affected by the outage.
- g. **Excessive downtime:** MFD's including all accessories and software furnished under the contract shall be capable of continuous operation. Should the MFD's, any accessories, or software become inoperable for a period of 16 consecutive working hours, the Contractor shall, at the agency's option, provide, at no charge, a loaner MFD or accessory of equal capability of non-performing piece of equipment.
- h. Full maintenance shall be included in the charge for all lease MFD's and shall be available on all MFD's purchased outright. Full maintenance shall include preventative maintenance, all parts including, but not limited to, drums, and labor. (cross reference Section 3 – Specifications & Requirements 3-3, S.b)
- i. **Maintenance Term:** Maintenance agreements established by issuance of a purchase order shall be effective on the date the machine(s) is accepted, ready for use, and shall continue for a twelve-month period or less depending on the date of installation to coincide with the fiscal year (ending June 30th).
- j. Preventative/scheduled maintenance (PM) shall be based on the specific needs of individual machines as determined by the Manufacturer. The Contractor shall schedule regular preventative maintenance (PM) service calls during the summer months (when school is not in session), or as otherwise determined by the agency. Scheduled PM calls will not be considered downtime. The PM calls shall include, but not be limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Preventative/scheduled maintenance shall be performed in accordance with the manufacturer's recommendations.
- k. **Service Logs:** A service log shall be included with each machine. Make, model number, and date of installation shall be recorded by the Contractor. Thereafter the agency shall maintain and complete the log each time service is requested, including on-site responses and Phone-line support. The log shall list the issue/problem, response time, cause of breakdown, downtime, and time for repairs and the resolution. In the case of an on-site service response

the contractor's representative shall sign the log when service has been completed and the log shall be countersigned by the person in the agency designated as in charge of that particular MFD. Preventative Maintenance performed shall also be maintained in this log. Should the cause of the service call be determined by mutual consent to be an operator error, misuse, or abuse by the agency it shall be recorded under the resolution section of the log. This log will serve as a basis to resolve any complaint of excessive downtime, slow response to service calls and or request to cancel a rental agreement prior to expiration.

T. Billing and Invoicing

Billing will not begin until the last unit is in place, working satisfactorily, and approved via signature by an authorized District representative. Offeror shall include the following options in its proposal: Options for monthly, quarterly, and annual invoicing; Option for annual billing to coincide with fiscal year. Offeror shall offer detailed and summary billing. Detailed invoices shall include purchase order numbers, location, model numbers, serial numbers, base charge, invoice number, contract lease number for all equipment and/or services corresponding to the summary bill. Grand total on detail invoice shall match the total summary bill. Summary billing shall include company address, remit to address, purchase order number and/or contract number, period of coverage, invoice number, invoice date, number of machines and grand total for all equipment and/or services corresponding to the detail bill. Contractor shall work with OPS to organize summary invoices to meet OPS requirements.

Contractor shall designate one billing point of contact for OPS. Invoices sent shall be accurate, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services, summarized, and supplies. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly, software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for.

Contractor shall provide an itemized amortization schedule at lease inception, and then annually no later than June 30th, and as equipment is added or removed. Contractor agrees to make continued efforts to automate this process with OPS's current and future systems. Failure to comply could mean delay of, or non-payment of invoice without recourse to the Contractor. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by OPS. The parties agree to meet within thirty (30) days of contract award to develop a mutually agreeable plan for billing dispute resolution. OPS will not pay late charges on disputed invoices. OPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. OPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice. Contractor shall invoice maintenance and lease bills in the fiscal year to which the service was provided.

3-4 TECHNICAL SPECIFICATIONS AND DEFINITIONS

A. MFD Configuration

- a. **Desktop:** The dimensions, weight, or design of this type of equipment allow it to be supported by a desk or optional stand.
- b. **Console:** The dimensions, weight, or design of this type of equipment prohibit desktop support; consequently, these units are free-standing and feature built-in consoles.

B. Paper Weights

The MFD bid in each benchmark shall be able to run, at a minimum, up to the paper weights listed in both paper weights and by-pass/paper weights respectively. There are several types of paper classifications. If a bidder's MFD specification sheets states paper weights in a different classification that the benchmarks a determination of equivalence or exceeds shall occur. Below are some examples for benchmarks that require higher than 20lb. Bond paper weights for standard drawers/trays or cassettes the MFD shall at a minimum be able to accept that weight in at least one standard drawers/trays or cassettes.

Benchmark	Bond Paper	Book/Offset	Cover	Index
20lb. Bond	20lb.	50lb.	28lb.	42lb.
24lb. Bond	24lb.	60lb.	33lb.	50lb.
28lb. Bond	28lb.	70lb.	39lb.	58lb.
32lb. Bond	32lb.	80lb.	45lb.	67lb.
42lb. Bond	42lb.	110lb.	60lb.	90lb.
110lb. Index	53lb.	135lb.	74lb.	110lb.

C. Memory

MFD's bid in the connected acquisition plan benchmarks, the specified minimum memory requirements can be satisfied by controller memory, by a combination of controller memory and a presence of a hard drive.

D. Accessories

Contractors are encouraged to provide pricing for all possible accessories available for MFD's bid beyond minimum benchmark requirements. Accessories are not mandatory for bidding.

E. Scanner

Color Digital (required on segment 3-6 Equipment).

F. Scan Once/Print Many

In copying mode, each original is scanned just once and stored in memory. Multiple copies are then made from the image stored in memory.

G. Paper Capacity

The maximum amount of paper each drawer, tray or cassette holds when using the paper sources (drawers, trays, or cassettes) of that benchmark requirement, excluding bypass.

H. Automatic Duplexing

This means the MFD can automatically produce two-sided copies; the user does not have to manually reload one-sided copies into the machine to copy the second side. Machines with this feature may be equipped with automatic document feeders that enable the production of two-sided copies from single-sided originals (1:2), two-sided copies from two-sided originals (2:2) and single-sided copies from two-sided originals (2:1). Document feeders that provide two-to-two capability are referred to as RADFs (Reversing Automatic Document Feeders), RDHs (Recirculating Document Handlers), RDFs (Recirculating Document Feeders), UDH (Universal Document Handler) or RSADFs (Recirculating Semiautomatic Document Feeders). All Equipment will default to automatic duplex.

I. Machine Performance

- a. **Equipment Purchase Plans:** This clause shall apply to purchased Equipment during the first 5 years of ownership. Equipment must have been continuously covered by a maintenance contract pursuant to this contract. Equipment shall be required to operate satisfactorily and produce acceptable copy quality at a 90% effectiveness level during any month of a five-year period beginning at acceptance. The effectiveness level for a MFD shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFD failure rate shall not average more than two (2) malfunctions (breakdowns) per month, requiring service by Contractor, for the highest monthly volume (the manufacturer's maximum recommended monthly volume) recommended in the benchmark range. Machines which develop a trend of requiring an excessive number of service calls (6 service calls in a three-month period) shall be reported by OPS for review for compliance with this provision. Service calls will be counted in this timeframe due to machine malfunction only, not operator error or preventative maintenance calls. If the Contractor fails to comply with the performance requirements of this paragraph, within the first year shall replace the noncompliant machine with a new machine matching all requirements of the benchmark including the manufacturing status of the machine awarded under this contract. During years two-five the Contractor shall replace the non-complaint machine with a machine having equal or greater features and equal or less operating cycles ("click count").
- b. **Lease Plans:** The MFD shall be required to operate satisfactorily and produce acceptable copy quality at a 90% effectiveness level during any month during the leased agreement. The effectiveness level for a MFD shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFD failure rate shall not average more than two (2) malfunctions (breakdowns) per month, requiring contractor corrections, for the highest monthly volume (the manufacturer's maximum recommended monthly volume) recommended in the benchmark range. Machines which develop a trend of requiring an excessive number of service calls (6 service calls in a three-month period) shall be reported by OPS for review for compliance with this provision. Service calls will be counted in this timeframe due to machine malfunction only, not operator error, or preventative maintenance calls. If the Contractor fails to comply with the performance requirements of this paragraph, the Contractor shall replace the non-complaint machine with a new machine matching all requirements of that benchmark. Failure to replace the machine when required by this paragraph will result in the order being cancelled, machine being immediately removed from the ordering entities' premises at the contractor's cost, and no penalty charges being assessed.

3-5 IMPLEMENTATION WORK PLAN AND PROJECT MANAGEMENT

The Contractor will provide the District with a revised Project Implementation Plan showing the approach, level of effort, task list and breakdown structure, major milestones, and time to completion. The Work Plan, Milestones, and Deliverables will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery. The work plan should address implementation of each of the subsequent proposed phases of the project. The Contractor must submit its Work Plan as a Gantt Chart utilizing Microsoft Project or comparable product, itemizing all tasks as appropriate. The Contractor must also prepare a formal risk management plan for this project as part of this task. The Contractor will assist the District in identifying and evaluating existing business processes. The new solution will be implemented based on the identified processes and the Contractor when/where necessary will provide alternative processes or solutions to work around the existing process in the new solution. The Contractor will provide formal weekly updates on project status to the authorized District representatives. Such updates shall include, but not be limited to, all completed or pending actions, status of deliverables, variances from work plan projections, and planned versus actual delivery dates. With the authorized County representatives, the

Contractor will participate in monthly project briefings to communicate project status to key stakeholders. Discussion with and approval by authorized District representatives will be required to finalize the plans and effective dates.

A. Physical Environment

The Contractor should take into account physical environment requirements and limitations (i.e. space, electrical, temperature, noise, etc.) when presenting final plans and before installing any solution. A formal physical assessment should be conducted for each location a solution is to be implemented or installed to assure compliance to Contractor and District requirements.

- a. **Electrical and Space Requirements:** The majority of MFDs will be located within 'Office Suites' close to cubicles, offices, and conference rooms while others will be in special 'Copier Rooms', each with its own power and space limitations that should be considered when presenting a solution. Offeror must provide a buck-boost transformer on all devices requiring 240-volts. Offeror should state electrical (including various power modes (i.e. running, standby, etc.)) and space requirement for each proposed MFD. The following approximates available power for locations that could require placement of an MFD.

Location Types	Available Power
Office Suite	120V/60Hz, 15A
Copy Room	120V/60Hz, 15A -and- 120V/60Hz, 20A dedicated circuit w/NEMA 5-20R USA 3 pin Type "B" T-slot receptacle
Large Copy Room	120V/60Hz, 20A dedicated circuit w/NEMA 5-20R USA 3 pin Type "B" T-slot receptacle -and- 240V/60Hz, 20A dedicated circuit

Space availability will vary by location. However, the list of devices currently housed at any district location is available in Section 3-2. Provided that an Offerors response includes devices that are not drastically different in size or layout in respect to the segment devices listed there should be no issue accommodating installation. In the event an area of the District is getting a new device for the first time the District and Contractor will coordinate on best possible location based on the criteria laid out in this section (3-5).

- b. **Voice/Data Connectivity:** Most devices today are connected to a voice and data network. During the formal physical assessment and before placement of devices the Contractor should ensure proper type of connectivity exist.
- c. **Temperature and Humidity:** Contractor should also take this into consideration when assessing the physical environment and before installing devices. Heat output (BTU/h) can be an issue for confined spaces therefore the Contractor should state the BTU/h for all MFDs proposed in their various operating modes (i.e., running, standby, etc.).
- d. **Noise Level:** Noise should be considered when determining selection and placement of equipment. dB (A) SPL (decibel) levels for each device and their various operating modes i.e., running, standby, etc. should be stated.

- e. **Emissions:** Offeror must state all known emissions (gases and particulate (i.e. volatile organic compounds, ozone, styrene, dust, toner particles, etc.)) and associated levels. Toner should be free of carcinogens, mutagens, and teratogens. Offeror should also state compliance for all known emission standards.

B. Acceptance Testing

The Contractor must demonstrate through an acceptance process stress test that the solution performs as required in the District's technical environment and various remote facilities, and that the solution meets or exceeds the District's functional requirements. The Contractor shall develop, with input and approval by the District, specific written criteria for acceptance testing that will objectively measure each such functional requirement. The final acceptance test must use District approved data and include report generation. The final acceptance test must adequately represent a percentage of the production solution. The final acceptance test must exercise all functionality and components successfully. Where applicable, Contractor must test back-up/recover features successfully. The failure of any specific portion of the test will require that the entire test be rerun, not just the failed portion of the test. The solution is accepted only after both parties agree that the full test was successful, and an authorized District representative has certified in writing of final acceptance of the product. No warranty period shall begin until after such certification of successful acceptance testing is issued.

C. Cutover and Acceptance

The Contractor is responsible for solution cut-over. Cut-over plan and activities must be approved by an authorized District representative. Upon completion of installation, there will be a technical turnover of the modified system from the Contractor to OPS IT. The District requires that changes to the base solution be fully documented.

D. Training and Communication

The Contractor shall develop a training and communication work plan and curriculum to be approved by a District authorized representative. The work plan should include periodic follow-up and update training and communication especially when a new HW/SW release or version is installed. The Contractor's District-approved training schedule must be closely coordinated with District staff to coincide with the installation of the software and hardware. Upon acceptance by a District authorized representative, the Contractor shall implement said approved plan.

E. Warranty

After final production cutover and acceptance testing certification, the system will move into the warranty phase, which extends for entire term of the lease. The period the warranty is in effect should not overlap with that of the maintenance/service agreement. Should both warranty and maintenance agreements run concurrently, the offeror must provide sufficient evidence to demonstrate the benefit of services under both agreements. Otherwise, the maintenance fees should not be incurred until after the warranty period has expired.

3-6 PRODUCT INCENTIVES/CREDITS/REBATES

Describe product credit, rebate and/or incentive programs, if any.

3-7 PRICING AND ANNUAL FEE PROPOSAL

The cost of each task or segment of the task shall be itemized as specified in Attachment A (MFD Pricing Sheet) and Attachment B (Managed Print Service Pricing Sheet). Both attachments, along with Attachment A-1 (Minimum Technical Specifications for MFD), must be completed and included in the Proposals Response Outline. In addition, Offeror shall provide pricing of any additional products, services, and solutions it desires to offer Participating Public Agencies.

By signing here, Proposer acknowledges all service requirements noted in Section 3.

Signature (Authorized Agent)

Date

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP (Section 5-1).

4-2 PROPOSAL CLASSIFICATION

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

- A. Potentially Acceptable
- B. Unacceptable

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

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

4-3 PROPOSER INVESTIGATION

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

4-4 BEST AND FINAL OFFERS AND AWARD OF AGREEMENT

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

4-5 CONFLICT OF INTERESTS

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

SECTION 5 - EVALUATION PROCESS

5-1 EVALUATION CRITERIA

The District reserves the right to accept or reject any or all proposals, or portions thereof. Proposals will be evaluated and scored by a Selection Advisory Committee. The selection of a successful Proposer, if any, will be made based upon which proposal the District determines would best meet its requirements and needs, and be most advantageous to the District.

The evaluation criteria are listed below, not necessarily in order of importance:

1. Offeror Qualifications – 10 points
2. Depth of response to the Section 3 Specifications & Requirements parts 3-3 Statement of Requirements and 3-4 Technical Specifications and Definitions – 30 points
3. Depth of response to the Section 3 Specifications & Requirements part 3-5 Implementation, Work Plan and Project Management – 15 points
4. Technical Proposal – Formatting and Presentation/Organization of Response – 5 points
5. National Program Supplier Information Response – 20 points
6. Reasonableness of cost proposal(s) – 20 points

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

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

6-1 AGREEMENT TERMS AND CONDITIONS

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

6-2 LAWS, REGULATIONS AND PERMITS

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

6-3 PAYMENT AND ACCEPTANCE

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

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

Note: Acceptance of Credit Card Payments:

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

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the District by reason of such failure of the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to

performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

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

6-5 BOARD OF EDUCATION APPROVAL

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

6-6 KANSAS ACT AGAINST DISCRIMINATION

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

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

6-7 EXECUTIVE ORDER 11246

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

6-8 BONDS

NA

6-9 CONTINUATION DURING DISPUTES

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

6-10 PROPOSER'S INSURANCE

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

- a. Statutory Workers' Compensation Insurance in accordance with the laws of the State of Kansas, including Employer's Liability Insurance in the amount of at least five (5) million dollars (\$5,000,000) per accident or disease.
- b. Commercial General Liability Insurance (including broad form contractual liability) in the amount of at least five (5) million dollars (\$5,000,000) each occurrence bodily injury and property damage combined, five (5) million dollars (\$5,000,000) per occurrence personal and advertising liability, five (5) million dollars (\$5,000,000) products/completed operations aggregate, and ten (10) million dollars (\$10,000,000) general aggregate.
- c. Automobile Liability Insurance with limits of not less than twenty (20) million dollars (\$20,000,000) combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos.

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

- d. Property Insurance with limits adequate to replace any equipment located on the premises of the District and a waiver of subrogation shall be issued on the District's behalf.
- e. General Requirements: All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the District and shall be maintained at Contractor's expense. All insurance required hereunder shall contain a clause requiring written notice to the District thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this Section 6-10.

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

6-11 INDEMNIFICATION

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

6-12 APPROPRIATIONS CLAUSE

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

6-13 GENERAL QUALITY

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

6-14 PROOF OF COMPLIANCE WITH AGREEMENT

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

6-15 RISK OF LOSS

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

6-16 SEVERABILITY

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

6-17 INTEGRATION

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

6-18 SURVIVAL OF TERMS

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

6-19 HEADINGS

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

6-20 KANSAS OPEN RECORDS ACT

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

6-21 ADDITIONAL ACTS (FURTHER ASSURANCES)

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

6-23 INFORMATION TRUE AND CORRECT

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

6-24 CONFIDENTIALITY

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

6-25 TERMINATION FOR CONVENIENCE

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

In the event the contract is terminated by either party or expires, Contractor will continue to provide services and meet the requirements of the District, as provided for in the contract, even after receiving such notice of termination or expiration of the contract, in accordance with all terms of the contract, for a period up to the longer of (1) the remainder of the District school year (including summer school) from the date of the notice of termination, or (2) one-hundred eighty (180) days. Both applicable periods are known as the Transition Period.

During the Transition Period, Contractor will provide the District with commercially reasonable assistance in transitioning the services under the contract to an alternate provider. At the end of the Transition Period, Contractor will invoice the District for services provided during the period, with the fees for such services to be billed at the rates set forth in the contract.

OLATHE PUBLIC SCHOOLS USD 233
GENERAL TERMS AND CONDITIONS

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

written notice to the Contractor. Contractor shall be liable for damages suffered by Olathe Public Schools USD 233 resulting from Contractor's breach of Agreement.

13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the District, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the District's prior written consent in each case.
14. SAVE HARMLESS: Contractor shall protect, indemnify, and save Olathe Public Schools USD 233 harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. TAXES: The District is exempt from the tax levied by the Kansas Retailers' Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.
17. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Director of Procurement Services, Olathe Public Schools USD 233. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of Olathe Public Schools USD 233. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to Olathe Public Schools USD 233 are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **DISTRICT POLICIES:** Contractor shall follow and comply with all policies and procedures of the District and the reasonable instructions of District personnel.
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
26. **PROTECTION OF DISTRICT PROPERTY:** Contractors are responsible for protecting flooring, furniture and equipment in contracted work areas. Contractors are responsible for covering Olathe Public Schools USD 233's property that may be affected by the contractor's work. Expectations of the District are; contracted work areas are left in the same condition as when the work began.
27. **ORDER OF PRECEDENCE:** Notwithstanding any other provision in this Agreement, to the extent any terms contained in the various documents to this Agreement, the following shall be the order of controlling precedence: Form DA-146a, Olathe Public Schools USD 233 General Terms and Conditions, Request for Proposal submission, and then any supplemental documents submitted by vendor.

NOTIFICATION STATEMENT OF NON-DISCRIMINATION

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

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

2-3 **RFP TIMELINE – UPDATED – the following is the new anticipated timeline release as Addendum #1 to RFP 22-025.**

A. The following is the ***anticipated*** RFP timeline. Missed dates may result in rejection of proposals. The District will provide answers, in the form of posted responses in the RFP's Questions section online, and/or Addenda if required, to all questions submitted in writing prior to the date below.

TARGET DATE	ACTIVITY	RESPONSIBLE
May 10, 2022	Issuance of RFP	Olathe Public Schools
May 17, 2022	Pre-Proposal Virtual Meeting	Olathe Public Schools
May 24, 2022 - 5:00 PM CST	Deadline for submission of questions or clarifications	RFP Recipients
May 27, 2022	Final question responses &/or Addenda posted	Olathe Public Schools
June 22, 2022 2:00 PM CST	Written proposals due	RFP Recipients
June/July, 2022	Evaluation of proposals complete/Selection of Finalists	Olathe Public Schools
June/July, 2022	Advanced/On-Site/Detailed Demonstrations????	Selected RFP Finalists
July, 2022	Anticipated: Evaluation of Finalists complete	Olathe Public Schools
August 4, 2022	Potential Contract Award Board of Education Approval	Olathe Public Schools



ATTACHMENT C

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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.

1.1 Executive Commitment

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

Section 1 - Representations and Covenants

Supplier's GovMVMT program and linked to GovMVMT website and shall implement and support such web page.

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

1.2 Value Commitment

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

Section 1 - Representations and Covenants

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

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

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

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

Section 1 - Representations and Covenants

limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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

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

Supplier can accomplish this by highlighting such facts as:

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

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

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

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

Section 1 - Representations and Covenants

trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - A 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.

Section 1 - Representations and Covenants

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

GOVMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Multi-Functional Devices and Managed Print Services and Related Products and Services (the “Contract”) between Olathe Public Schools USD#233 and _____ (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

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

EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

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

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?

Yes _____ No _____

2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?

Yes _____ *No _____

(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?

Yes _____ *No _____

(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?

Yes _____ No _____

5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?

Yes _____ No _____

6. Does your company have the ability to provide electronic and ecommerce ordering and billing?

Yes _____ No _____

7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?

Yes _____ No _____

8. Check which applies for your company sales last year in the United States:

____ Sales between \$0 - \$25 Million

____ Sales greater than \$25 Million to \$50 Million

____ Sales greater than \$50 Million to \$100 Million

____ Sales greater than \$100 Million

Submitted by:

(Printed Name)

(Title)

(Signature)

(Date)

EXHIBIT B
SUPPLIER RESPONSE

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

A. National Commitments

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

B. Company

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

Example:

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

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

EXHIBIT B
SUPPLIER RESPONSE

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

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

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

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

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

8. Describe any green or environmental initiatives or policies.

EXHIBIT B
SUPPLIER RESPONSE

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.
10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
 - a. Minority Women Business Enterprise (MBE or WBE)
Yes _____ No _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)
Yes _____ No _____
 - c. Historically Underutilized Business (HUB)
Yes _____ No _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
Yes _____ No _____
 - e. Veteran Business Enterprise (VBE)
Yes _____ No _____
 - f. Service-Disabled Veteran's Business Enterprise (SDVBE)
Yes _____ No _____

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

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

C. Order Processing and Distribution

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

EXHIBIT B
SUPPLIER RESPONSE

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.

EXHIBIT B
SUPPLIER RESPONSE

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.

EXHIBIT B
SUPPLIER RESPONSE

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 GovMVT. All sales materials are to use the GovMVT 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 GovMVT
 - d. Knowledge of benefits of the use of cooperative contracts
7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
 - a. Executive Support
 - b. Sales
 - c. Sales Support
 - d. Marketing
 - e. Financial Reporting
 - f. Accounts Payable
 - g. Contracts
8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.
9. Explain how your company's sales team will work with the GovMVT 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

EXHIBIT B
SUPPLIER RESPONSE

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.

EXHIBIT C
ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I
GENERAL TERMS AND CONDITIONS

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

EXHIBIT C
ADMINISTRATION 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.

EXHIBIT C
ADMINISTRATION AGREEMENT

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

3.2 GovMVMT Representations and Covenants.

(a) Marketing. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and 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 Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) **Executive Commitment**

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

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

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

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

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

(b) Value Commitment

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

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

Supplier can accomplish this by highlighting such facts as:

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

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

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

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

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV
PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit

EXHIBIT C
ADMINISTRATION AGREEMENT

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

ARTICLE V
FEES & REPORTING

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

Administrative Fee Tiers*

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

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

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

5.3 Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT’s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT’s trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@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.

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Assignment.

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

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

GovMVMT:

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

Supplier:

Attn: GovMVMT Program Manager

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

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

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

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

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

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

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

EXHIBIT C
ADMINISTRATION AGREEMENT

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

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By _____

Name: David Kidd

Title: Program Manager

Supplier:

(Insert Supplier Name)

By _____

Name: _____

Title: _____

MASTER AGREEMENT

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

SAMPLE SALES REPORT TEMPLATE

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.

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Olathe Public Schools USD #233, has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

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

Authorized Signature, Lead Public Agency

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

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

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

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

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

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

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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

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

Simplified Acquisition Threshold (SAT): Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

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

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

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

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)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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

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

agrees
(Initial of Supplier's Authorized Representative)

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

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

agrees
(Initial of Supplier's Authorized Representative)

EXHIBIT F

FEDERAL FUNDS CONTRACT PROVISIONS

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

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

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

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

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

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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

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

_____*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.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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

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

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

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

agrees
(Initial of Supplier's Authorized Representative)

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

12. Prohibition of Contracting for Covered Telecommunications Equipment or Services.

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 CFR § 200.216, as implemented by FEMA Policy 401-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contract with entities that use covered telecommunications equipment or services as a substantial or essential component or any system, or as critical technology as part of any system.

Pursuant to Federal Rule, 12, Prohibition of Contracting for Covered Telecommunications Equipment or Services above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that is will comply with this Prohibition.

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

13. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but 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.

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

14. Access to Records.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpt, and transcriptions.

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

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

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

15. Changes to Contract.

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

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

16. DHS Seal, Logo, and Flags.

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

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

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

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

18. No Obligation by Federal Government.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies the federal government is not a party to this contract and is not subject to any obligations or liabilities to the Participating Public Agency, Supplier, or any other party pertaining to any matter resulting from the contract.

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

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

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that 31U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

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

20. Affirmative Socioeconomic Steps.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that if subcontracts are to be let, Supplier is required to take all necessary steps identified in 2 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.

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

21. Copyright and Data Rights.

When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies for “License and Delivery of Works Subject to Copyright and Data Rights,” that Supplier grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon nor before the completion of this contract, the Supplier 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.

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

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

Company Name: _____

Address, City, State, Zip Code: _____

Phone: _____

Fax: _____

Printed Name of Authorized Signer: _____

Email address of Authorized Signer: _____

Signature of Authorized Signer: _____

Date: _____

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

By submitting a proposal, the Supplier is accepting these FEMA Special Conditions and agrees to execute work in compliance with all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

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

1. Remedies

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

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

2. Termination for Cause and Convenience

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

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

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

3. Equal Employment Opportunity

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

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

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complain or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be

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

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

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

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

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

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

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

4. **Davis-Bacon Act**

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

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

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

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

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

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

5. Copeland “Anti-Kickback” Act

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done

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under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

- (3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).
- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

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

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

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of

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experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

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

Funding Agreements: The regulation at 37 CFR § 401.2 defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

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

“Clean Air Act”

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

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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

“Federal Water Pollution Control Act”

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

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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

**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
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9. Debarment and Suspension

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

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

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

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

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

10. Byrd Anti-Lobbying Amendment

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

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

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

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

11. Procurement of Recovered Materials

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

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

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

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

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

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

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

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

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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SPECIAL CONDITIONS**

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

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting Requirements.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or

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

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

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

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

14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. Changes

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

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

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

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

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

18. No Obligation by Federal Government

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

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

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

20. Affirmative Socioeconomic Steps

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

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

21. Copyright and Data Rights

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

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

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

Supplier agrees to comply with 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 G
NEW JERSEY BUSINESS COMPLIANCE

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

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

Checklist of Documents Required

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

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

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

EXHIBIT G
ATTACHMENT 1

OWNERSHIP DISCLOSURE FORM

(N.J.S.A. 52:25-24.2)

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

Company Name: _____

Address:

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

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

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

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

3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? Yes No

EXHIBIT G
ATTACHMENT 1

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

Name	Address	Interest

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

EXHIBIT G
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
_____.

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 G
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 G
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. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT G
ATTACHMENT 3

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature of Procurement Agent

EXHIBIT G
ATTACHMENT 4

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

EXHIBIT G
ATTACHMENT 4

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

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

EXHIBIT G
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.

EXHIBIT G
ATTACHMENT 4

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

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

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

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

EXHIBIT G
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.

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

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 G
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 G
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 G
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 G
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 G
ATTACHMENT 7

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

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

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

EXHIBIT H
STATE NOTICE ADDENDUM

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

Nationwide:

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

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <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 CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY
OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA CITY
OF MILL CITY, OR CITY OF
MILWAUKIE, OR CITY OF
MONROE, LA
CITY OF MOSIER, OR

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

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

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

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

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

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

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

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

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