

# BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing  
6901 Charles Street, Building "E", 1st floor  
Towson, Maryland 21204

## REQUEST FOR PROPOSAL

### MANAGED SERVICES

### FOR OCCUPATIONAL, PHYSICAL, SPEECH-LANGUAGE THERAPY & OTHER RELATED STUDENT SPECIAL EDUCATION SERVICES

SOLICITATION NUMBER: **CWA-106-25**

PROPOSAL ISSUED DATE: **March 18, 2025**

PRE-PROPOSAL: A PRE-PROPOSAL meeting is scheduled for **April 1, 2025, 10:00 AM**, via teleconference. See IFB Part II, Sec. 8.0

**You must confirm your attendance by visiting this link:**  
[Pre-Proposal/Pre-Bid Meeting Response Form](#)

DUE DATE: **May 23, 2025**

DUE TIME: **2:00 PM** (Eastern Time Zone)

RETURN TO: [Bid/Proposal Submissions](#)

Baltimore County Public Schools reserves the right to waive informalities, to reject all proposals, and to reissue this RFP at its option and does not make an obligation to purchase by issuing this RFP.

For updated bid information please visit our website

[PURCHASING - Baltimore County Public Schools \(bcps.org\)](#)

# BALTIMORE COUNTY PUBLIC SCHOOLS

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Dr. Myriam Rogers ♦ Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

## REQUEST FOR PROPOSAL:

The Board of Education of Baltimore County in collaboration with GOVMVMT Purchasing Cooperative invites firms to submit proposals for “**MANAGED SERVICES FOR OCCUPATIONAL, PHYSICAL, SPEECH-LANGUAGE THERAPY & OTHER RELATED STUDENT SPECIAL EDUCATION SERVICES**” for Baltimore County Public Schools, **Solicitation Number CWA-106-25**. Any inquiries regarding the specifications and/or the solicitation document shall be IN WRITING and submitted per the instructions in the solicitation document Part II Section 10.0 Inquiries. **Verbal questions and emails will not be taken.**

Interested vendors may obtain solicitation documents beginning **March 18, 2025**. Visit [Solicitation Document Request](#) to complete the request form. Once the form is completed and received by the Office of Purchasing, a separate email with a link to the documents will be provided to the contact listed in the form **within eight (8) business hours of the request**. **Please be sure to check your “spam” folders within your email before submitting another request.**

A Pre-Proposal meeting is scheduled for **April 1, 2025 at 10:00 AM (local time)**, via teleconference. **You must confirm your attendance by visiting this link: [Pre-Proposal/Pre-Bid Meeting Response Form](#)** Click the appropriate link on the [Current Solicitations](#) page of the BCPS website to attend the pre-proposal meeting.

Proposals will be received until **May 23, 2025, no later than 2:00 PM (local time)** via electronic submission. **Please see Part II: Specifications – General Requirements, Section 15.0 Proposal Submittal Process for the link to submit your proposal.**

This solicitation is being offered to select a firm(s) to provide managed services for occupational, physical, speech-language therapy and other related student special education services for Baltimore County Public Schools.

Commodity Code: 85000000 Healthcare Services; 85122108 Speech or Language Therapy; Education Equipment and Materials and Accessories and Supplies.

The firms who provide materials, supplies, equipment, and/or services for this solicitation shall attempt to achieve 15% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education’s goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to this solicitation.

Offerors shall include minority and small business enterprise material as provided herein with their proposal. Proposals that do not include the minority and small business enterprise material as provided herein, including the Small and Minority Business Enterprise Utilization Affidavit may be deemed non-responsive.

The Board of Education of Baltimore County reserves the right to reject any or all proposals and to waive informalities.

By Order of the Board of Education of Baltimore County  
Office of Purchasing

**BALTIMORE COUNTY PUBLIC SCHOOLS**

**PART I: GENERAL TERMS AND CONDITIONS**

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**BALTIMORE COUNTY PUBLIC SCHOOLS  
PART I: GENERAL TERMS AND CONDITIONS**

**1. AN INVITATION TO BID**

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.
- g. Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

- i. Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability, of an alternate is solely the responsibility of the Office of Purchasing. (Refer to Part II, Specifications.)
- j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the bidder shall offer to BCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- k. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the vendor's compliance with the specifications.

## **2. BID PREPARATION, PROPOSAL SHEET, BID OPENING**

- a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.
- b. Signed bids should be returned in a sealed envelope. BCPS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.
  - 1. Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or vendor to the contrary.
  - 2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
  - 3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.

4. Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>
- c. All bidders shall be required to complete the certificates and/or affidavits, which are, incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of BCPS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.
- d. Bid Opening
  1. At the public opening of the bids, the bidder's names and their prices will be read and posted.
  2. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
  3. The recommended award will be available in the Office of Purchasing after the completed evaluation.
  4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.
- e. Bid Preparation Fees: BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

### 3. **BONDING**

- a. Bid Bonds may be required. Refer to Part II: Specifications--General Requirements.
- b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances. Bonds shall be made out in the name of the "**Board of Education of Baltimore County**".

They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
  2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.
1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**
- d. Bonds must be underwritten by a surety company authorized to transact surety business in the State of Maryland.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

#### **4. COMPLIANCE WITH SPECIFICATIONS**

- a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

**5. DEVIATIONS TO SPECIFICATIONS**

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

**6. BID PRICES**

- a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.
- c. All unit prices on items bid shall be completed on the proposal sheet(s). A "NO BID" notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- d. All prices bid shall include all delivery charges.
- e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.
- f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request
  - 1. BCPS Tax Exempt Number is 30001110.

## **7. SAMPLES, CATALOGS AND CATALOG CUTS**

- a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.
- b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.
- c. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.
- e. Failure to submit the above information is sufficient grounds for rejection of the bid.

## **8. BIDDING PROCEDURE AND BID AWARDS**

- a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.
- b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.
- c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
- d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
  - 1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.

## **9. ANNULMENTS AND RESERVATIONS**

- a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.
- b. BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.

- c. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).
- d. Should the Award Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).
- e. Should the Award Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

#### **10. APPEAL PROCESS**

- a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven (7) calendar days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
  - 1. For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.
  - 2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A

formal written decision will be issued by the Executive Director, Business Services in a timely manner.

- b. Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

#### **11. DELIVERY REQUIREMENTS**

- a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".
- b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.
- d. All deliveries shall be made inside school, warehouse and office buildings.
  - 1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.
- e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- f. The Award Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.
- g. PACKING:
  - 1. All materials must be securely packed in accordance with accepted trade practices.
  - 2. BCPS purchase order number must be plainly visible on the exterior of each container.

3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

## 12. **INSPECTIONS**

- a. The Coordinator of Purchasing/Purchasing Agent reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

## 13. **GUARANTEE AND WARRANTIES**

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.
  1. **Furniture and Equipment:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.
  2. **Office Equipment:** Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

#### **14. BILLING AND PAYMENT DISCOUNTS**

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

- a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

Invoice Mailing Address:  
Baltimore County Public Schools  
Office of Accounting  
6901 Charles Street, Building "E"  
Towson, Maryland 21204

- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

**15. LAWS, REGULATIONS AND PERMITS**

- a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.
- b. The bidder shall comply with the national safety standards as detailed in Section 17.
- c. The bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

**16. INSURANCE**

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.
  - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of AB@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

**17. SAFETY REQUIREMENTS**

- a. The bidder/vendor shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA.
- b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.
- c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

Baltimore County Public Schools  
Office of Environmental Services  
9610 Pulaski Park Drive  
Baltimore, MD 21220

- d. No materials shall contain asbestos or lead.
- e. No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For ceiling tile and materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

**18. SUB-CONTRACTORS**

- a. The Award Bidder(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Purchasing Manager. The Award Bidder(s) shall provide the name of the sub-contractor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).
- b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.

**19. LIQUIDATED DAMAGES**

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BCPS. All additional expenses incurred by BCPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

**20. TERMINATIONS OF CONTRACT**

- a. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.
- c. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.
- d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

**21. GOVERNING LAW AND VENUE**

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland.

**22. WAIVER OF JURY TRIAL**

The Vendor and board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

**23. ADDENDA**

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders listed on the BCPS vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

**24. INDEMNIFICATION**

The Award Bidder(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

**25. LIMITED LIABILITY**

The Board of Education of Baltimore County is subject to the provisions of Md. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to \$100,000.00. Pursuant to the provisions of the aforementioned statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

**26. CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL**

- a. In accordance with §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
- c. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

**27. MULTI-AGENCY PARTICIPATION**

27.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

27.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

## **28. INCLEMENT WEATHER**

- 28.1 **PRE-BID:** If Baltimore County Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.
- 28.2 **BID OPENING:** If Baltimore County Schools "**offices**" are closed on the day a bid is "DUE", or prior to the due time, that bid will be due at the same time the next day that the Baltimore County Schools "**offices**" are open. The bid opening shall not be impacted if Baltimore County Schools "**schools**" are closed.
- 28.3 If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "**offices**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted at the same time the next day that the Baltimore County Schools "**offices**" are open. If Baltimore County Schools "**schools**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

## **29. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

## **30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- 30.1 BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.
- 30.2 Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

## **31. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS**

- 31.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person

who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

- 31.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

### **32. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

### **33. ASSIGNMENT**

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

### **34. DRUG, TOBACCO, AND ALCOHOL**

- 34.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol

products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

- 34.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the Contractor's file maintained by the Office of Purchasing. BCPS further reserves the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an "unsatisfactory" reference when references are requested.

### **35. ACCESS TO PUBLIC RECORDS ACT NOTICE**

The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

If your bid documents contain any of the following classifications of records, you must note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

### **36. CRIMINAL BACKGROUND CHECKS**

- 36.1 Bidder's employees that have unsupervised or direct access to children or that are assigned duties in a school where unsupervised contact with children is likely, are required to be fingerprinted by BCPS and will complete the Background Investigation process with the exception of the I-9 form. The cost will be borne by the Award Bidder and all records will remain in the control and custody of the school system. The school system reserves the right to reject the Bidder's employees based on information received from said background investigations.
- 36.2 Bidder's employees who will work at facilities where no contact with children is anticipated are not required to be fingerprinted, however, such employees will complete the Background Check Application form and Authorization and Release for the Procurement of an Investigative Consumer Report. A Consumer Investigative Report (Commercial Background Check) will be prepared on each of these employees. The cost will be borne by the Award Bidder. Further instructions for this process will be provided to the Award Bidder.

**37. REPORTS**

Award Bidders must submit semi-annual statistical reports via email in an Excel format prescribed by BCPS for the periods of January to June and July to December each year. Reports are due, without notice, to BCPS on August 1 and February 1, respectively, following the end of each six-month period. Failure of the BCPS to remind Award Bidders that the reports are due does not relieve the Award Bidders of the responsibility of submitting the reports on time. The semi-annual reports must show the dollars spent in connection with this contract by the participating entities and may show other reporting categories mutually agreed upon by BCPS and Award Bidders. Failure to submit the reports on time may constitute unsatisfactory performance under the terms of the contract.

**END OF PART I: GENERAL TERMS AND CONDITIONS**

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
DEPARTMENT OF FISCAL SERVICES  
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR  
TOWSON, MARYLAND 21204  
PHONE: 443-809-4334

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## **Part II: Specifications--General Requirements**

(If there is a discrepancy between specifications of Part I: General Terms and Conditions and Part II: Specifications--General Requirements: Part II specifications shall prevail)

### **1.0 Scope of National Cooperative Contracts**

Baltimore County Public schools (BCPS), Department of Special Education (herein referred to as the "County") (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofits organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Occupations, Physical, and Speech Therapists, and Other Related Special Education Services (herein "Products and Services").

### **2.0 Objectives**

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

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

The County is interested in receiving proposals from firms to provide managed services for occupational, physical and speech-language therapy and other related student special education services and those who have demonstrated experience in providing these services. The intent of this solicitation is to provide the County and Participating Public Agencies with a comprehensive offering of products and services to meet their extensive and diverse need. The following services are available to students ranging from birth to 21 years old:

- Art Therapist
- Assistive Technology Provider
- Audiologist

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- Braille Transcriber
- Music Therapist
- Occupational Therapist (OT)
- Occupational Therapist Assistant
- Orientation & Mobility Instructor
- Physical Therapist (PT)
- Physical Therapist Assistant
- Related Services Facilitator
- Speech-Language Pathologist (SLP)
- Speech-Language Pathologist Clinical Fellow (SLP-CF)
- Speech-Language Therapist Assistant
- Teacher of the Deaf/Hard of Hearing
- Teacher of the Visually Impaired

Services are provided at BCPS elementary/middle/high schools, Parentally Placed Private Schools, or other locations, 10-12 months per year. The requirements outlined herein are intended as an aid to acquaint offerors with what could be required to carry out the work on this contract. These specifications will serve as the source document for services for the term of the contract.

#### **4.0 GOVMVMT Purchasing Cooperative**

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

##### *Innovative Government Services Association*

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

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

*Participating Public Agencies*

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

The Lead Public Agency is acting as “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 D- 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.

*Estimated Volume*

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

### *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.

### *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.

### *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.

## **5.0 General Scope & Services**

Baltimore County Public Schools (BCPS), Department of Special Education, is seeking to qualify and select a firm to provide managed services for occupational, physical and speech-language therapy and other related student special education services. The following services are available to students ranging from birth to 21 years old:

- Art Therapist
- Assistive Technology Provider
- Audiologist

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- Braille Transcriber
- Music Therapist
- Occupational Therapist (OT)
- Occupational Therapist Assistant
- Orientation & Mobility Instructor
- Physical Therapist (PT)
- Physical Therapist Assistant
- Related Services Assistant
- Speech-Language Pathologist (SLP)
- Speech-Language Pathologist Clinical Fellow (SLP-CF)
- Speech-Language Pathologist Assistant
- Teacher of the Deaf/Hard of Hearing
- Teacher of the Visually Impaired

Services are provided at BCPS elementary/middle/high schools, Parentally Placed Private Schools, or other locations, 10-12 months per year. The requirements outlined herein are intended as an aid to acquaint offerors with what could be required to carry out the work on this contract. These specifications will serve as the source document for services for the term of the contract.

- 5.1 The requirements outlined herein are intended as an aid to acquaint Offerors with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.
- 5.2 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system and are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and, also, reserves the right to not authorize/order any services and/or materials. BCPS does not guarantee that any dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Contractor(s).
- 5.3 Section 004000 Form of Proposal shall be submitted on the forms provided by BCPS. All blank spaces shall be completed in ink and properly signed. Electronic signatures are acceptable.
- 5.4 BCPS may withdraw this solicitation at any time prior to the receipt of proposals.
- 5.5 The Offerors agree to hold their prices under the same terms and conditions, for a period of one hundred twenty (120) calendar days from the receipt of proposals.
- 5.6 At the time of proposal submission, each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents

(including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve any Offeror from any obligation in respect of his bid. It is the Offeror's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.

- 5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS Purchasing Agent and/or the Office of Purchasing immediately.
- 5.8 Offerors providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.
- 5.9 Offerors are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 5.10 Time is of the essence.

## **6.0 Incorporation of Specifications**

BCPS contractual terms and conditions shall govern and supersede any terms and conditions from the Offeror. Conditional proposals will not be accepted.

- 6.1 BCPS reserves the right to reject any or all proposals. BCPS will enter contract preparation activities with the apparent Contractor. If these activities are judged to be ineffective or unacceptable, BCPS may cease activities and begin preparation with the next most favorably ranked Offeror.
- 6.2 If a favorably ranked Offeror has submitted any type of ancillary contract and/or agreement, such as Professional Service Agreements (PSA), to BCPS as a "condition" of award, BCPS reserves the right to cease contract fulfillment activities with that Offeror and begin contract preparation with the next most favorably ranked Offeror.
- 6.3 The following order of precedence shall apply:
  - 6.3.1 Board of Education of Baltimore County – Agreement/Contract
  - 6.3.2 Part III: Technical Specifications;
  - 6.3.3 Part II: Specifications--General Requirements;
  - 6.3.4 Part I: General Terms and Conditions;

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6.3.5 Any BCPS Purchase Order.

## 7.0 Qualification of Offeror

- 7.1 All Offerors submitting a proposal shall include evidence that they maintain a permanent place of business and shall be authorized to transact business in Maryland and considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Offerors not listed in “Good Standing” at the date and time of proposal submission may be rejected and deemed “not responsible”. Visit the following website to ensure compliance:  
<https://egov.maryland.gov/BusinessExpress/EntitySearch>

(BCPS bears no responsibility for the accuracy, legality, or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)

All Offerors shall include copies of any, and all appropriate licenses/certifications necessary to provide the program. BCPS prefers that the participating Offerors have been in business for at least three (3) years providing services to customers of similar size and scope programs. Offerors who cannot demonstrate to the satisfaction of BCPS that they have similar experiences will not be considered. This experience should also include training of end-users and support staff.

- 7.2 BCPS may conduct any necessary investigation to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal if the evidence submitted by the Offeror or investigation of such Offeror fails to satisfy BCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 7.3 In determining the qualifications of an Offeror, BCPS will consider the Offeror’s record and performance on any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that this Offeror, in the opinion of BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.
- 7.4 Offerors shall complete and return with their proposal the “REFERENCE FORM” included in this solicitation. List at least three (3) references (K-12 or Higher Education systems) where your firm has or is currently providing services as outlined herein. You may include BCPS as one of the three required references.

- 7.5 Use of subcontractor(s) and/or third-party providers, if any, shall be specifically identified within proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. BCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s). Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause. Sub-contractor(s) are considered employees of the Contractor and are under its control and direction. The Contractor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state of Maryland and as delineated within this specification.
- 7.6 Contractor shall be solely responsible for paying, withholding, and transmitting payroll taxes of the assigned employees; provide unemployment insurance and workers' compensation benefits; and handle unemployment and worker's compensation claims involving the assigned employees.
- 7.7 The services that the Contractor shall render to BCPS will be as an independent contractor. Nothing within the bid documents and/or forms will be construed to create the relationship of principal and agent, employer, and employee, and/or joint employers of the assigned employees, between the Contractor and BCPS.
- 7.8 Contractor(s) shall demonstrate to the satisfaction of BCPS that employees who will be used to provide training and/or support are properly trained and experienced in the services outlined herein.
- 7.9 Offerors shall ensure that assigned employees who will be used on any BCPS project comply with terms and conditions specifically outlined within Part I: GENERAL TERMS AND CONDITIONS, including but not limited to Section 31. EMPLOYMENT OF CHILD SEX OFFENDERS and Section 36. CRIMINAL BACKGROUND CHECKS.

## **8.0 Bonding and Certificates of Insurance**

- 8.1 Bid, Performance, and Payment Bonds are NOT required for this solicitation.
- 8.2 CERTIFICATES OF INSURANCE
- 8.2.1 Certificates of insurance shall be provided by Contractor(s) ONLY. **The Insurance Certificate shall name the "Board of Education of Baltimore County" as the "additional insured".** Certificates of insurance shall be mailed to the address below or emailed to [Contracts@bcps.org](mailto:Contracts@bcps.org). The notification of any change in status of the insurance shall be provided to the Contracts, 6901 Charles Street, Building "E", 1<sup>st</sup> Floor, Towson, Maryland 21204.

8.2.1.1 The Certificates of Insurance cancellation notice shall read:

"Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) days in advance of the cancellation date notice to the certificate holder."

8.2.1.2 The Certificates of Insurance shall comply with all required coverages and provisions in Section 12 of BCPS' Part I General Terms and Conditions.

NOTE: ALL other wording shall be deleted.

8.2.2 Cost of Insurance shall be included in the bid amount.

8.2.3 If Contractor fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind award.

## **9.0 Small Business and/or Certified Minority Business Enterprises**

9.1 It is the intent of BCPS to achieve a minimum of 15% of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or certified Minority Business Enterprises either directly or indirectly.

9.1.1 Definitions:

9.1.1.1 Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is (1) at least 51% owned and/or controlled by one or more minority interest persons, or (2) a non-profit entity organized to promote the interests of the physically or mentally disabled. Minority Groups identified are:

African Americans  
Asians  
Hispanics  
American Indians  
Women  
Physically or Mentally Disabled Individuals

9.1.1.2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.

9.1.1.3 Small Business (SBE): A business which meets criteria (see form 5.2.1) regarding number of employees OR an annual revenue limit.  
 BCPS reserves the right to request tax documents to support such a claim. Form 5.2.1 allows a company to self-certify as an SBE.

9.2 The following documentation shall be considered as part of the contract and shall be furnished **with your proposal/bid**: All of these forms shall be completed or acknowledged within the “FORM of PROPOSAL”.

**Note that some forms may not apply**: they can be marked “N/A” on the top, and the form left blank.

Reference chart directly below:

| OFFEROR STATUS                                | 5.2.1<br>SBE<br>Affidavit | 5.2.2<br>Utilization<br>Affidavit | 5.2.3<br>Statement<br>of Intent | 5.2.4<br>Waiver<br>Request |
|---|---------------------------|-----------------------------------|---------------------------------|----------------------------|
| SBE/MBE                                       | Y                         | Y                                 | Y                               | N/A                        |
| Not SBE/MBE and<br><u>IS</u> MEETING Goal     | N/A                       | Y                                 | Y                               | N/A                        |
| Not SBE/MBE and<br><u>IS NOT</u> MEETING Goal | N/A                       | Y                                 | N/A                             | Y                          |

9.2.1 **Small Business Enterprise Affidavit**: A separate form completed and signed **by the prime contractor** to self-certify the Offeror company as an SBE firm.

9.2.2 **Small/Certified Minority Business Enterprise Utilization Affidavit**: A separate form completed and signed by the prime contractor acknowledging the goal.

9.2.3 **Small and Minority Business Enterprise and Offeror’s Statement of Intent**: A separate form completed and signed by the prime contractor and each SBE/MBE firm.  
 Note that the SBE/MBE firm may be the Offeror company.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business will be accepted.

**NOTE**: An SBE Offeror **may count** their own company efforts as meeting the goal. They will List their company as both the

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'A. Offeror \_\_\_\_' and 'B. SBE/MBE \_\_\_\_'.

***If the Offeror is not naming any firm to meet the goals, then mark the form at the top as 'N/A', and do not complete the rest of the form.***

9.2.4 **Request for Waiver** (if necessary): If the Offeror is unable to achieve the full contract goal for SBE/MBE participation, they may submit a written Request for Waiver, which shall include the following:

9.2.4.1 A detailed statement of the efforts made by the Offeror to identify portions of the work proposed to be performed by subcontractors to achieve the stated goal.

9.2.4.2 An explanation of why the stated goal is not possible.

***If the Offeror is meeting the goal, then mark this form 'N/A'.***

9.3 The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted and may obtain legal advice or assistance from its attorney.

9.4 The MBE Liaison may assist the apparent low Offeror in identifying certified minority businesses that could participate in the contract.

## **10.0 Inquiries**

10.1 No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any Offeror orally. To be given consideration, inquiries shall be received IN WRITING at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion.

10.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and submitted via the following link:

[Bidder Inquiries](#)

**VERBAL INQUIRIES AND EMAILS WILL NOT BE TAKEN.**

10.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Robert Ball at [SBE\\_MBE@bcps.org](mailto:SBE_MBE@bcps.org).

## **11.0 Addenda and/or Explanation of Bid Documents**

11.1 All changes to the bid specifications and/or drawings will be made through the appropriate addenda. Any, and all such interpretations and any supplemental instructions will be available to all Offerors who pick up a copy of the bid.

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Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids unless the addendum issued extends the due date of the bid.

- 11.2 It is the Offerors' responsibility to verify receipt of all addenda. Failure of any Offeror to receive any addenda or interpretation shall not relieve that Offeror from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

## **12.0 Pre-Proposal Meeting**

- 12.1 There will be a Pre-Proposal Meeting at the place and time on the cover of this Request for Proposal.
- 12.2 Vendors shall confirm attendance by clicking here: [Pre-Proposal/Pre-Bid Meeting Response Form](#)

## **13.0 Proposal Opening**

- 13.1 There will be NO public opening for this solicitation. No pricing information will be made available.
- 13.2 BCPS will notify all Offerors of the recommended award(s) after evaluation.
- 13.3 BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to proposals being available for review through the Maryland Public Information Act request. **(Refer to Section 16.0)**.
- 13.4 Offerors may identify any portion of their proposal as "Confidential" marking that individual page. The entire proposal may not be marked "Confidential". If the entire proposal is so marked, the entire proposal will be eligible for review under the Freedom of Information Act.

## **14.0 Offeror Proposal Response**

- 14.1 Proposals shall be completed as best to allow for complete evaluation of your capabilities. The proposal shall be clear, concise, and presented in an organized and intuitive manner. Each section shall be clearly labeled. Failure to respond to this solicitation properly and completely shall be justification for the rejection of the Offeror as non-responsive.
- 14.2 Failure to provide a response to all requirements listed in this solicitation may result in the Offeror's entire proposal being deemed non-responsive and ineligible for award.

- 14.3 Offerors providing incomplete and/or inaccurate information to BCPS are subject to rejection of their proposal as non-responsive and/or immediate termination of contract.
- 14.4 Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.
- 14.5 Offerors are solely responsible for their expenses, if any, in preparing a response to this solicitation. This would include any costs incurred during the selection process or subsequent negotiations.
- 14.6 Offerors are required to review all the general requirements, software requirements, deliverables and specifications outlined within this solicitation.
- 14.7 Offerors shall address all the general requirements, software requirements, deliverables and specifications of this solicitation indicating compliance with, or acceptance of the requirement, and any additional explanation of their response. Offerors are required to declare whether the proposed solution meets and/or exceeds the attributes outlined within the solicitation. Offerors are responsible for informing BCPS of the requirements that are NOT supported by their proposed solution. Offerors shall identify any exceptions, referenced to the paragraph number, in a sub section titled "Exceptions".

## 15.0 **Proposal Submittal Process**

- 15.1 Proposals must be submitted electronically via the following link:
- 15.2 [Bid/Proposal Submissions](#)

### **Emailed, Mailed or hand delivered proposals will be rejected and/or not accepted.**

- 15.3 All proposals must be delivered to the above link by the specified due date and time. **Proposals returned to any other address or location will not be considered.**

**Submit one complete proposal submission only. If multiple submissions are received, BCPS will only accept the most recent submission, and no previous submission will be considered.**

- 15.4 Offerors are encouraged to submit responses in a timely manner to troubleshoot any electronic or network issues. **BCPS will not be held responsible for any network issues.**
- 15.5 The solicitation contains the following sections, forms, and attachments:
- i. 15.6.1 Part I: General Terms and Conditions
  - ii. 15.6.2 Part II: Specifications – General Requirements
  - iii. 15.6.3 Part III: Technical Specifications
  - iv. 15.6.4 Form of Proposal
  - v. 15.6.5 MBE Procedures for Baltimore County Contracts
  - vi. 15.6.6 Fingerprinting Instruction Package
  - vii. 15.6.7 Attachment A: BCPS Student Data Privacy Requirements
- 15.7 All Offerors shall complete and return the forms, attachments and/or affidavits as outlined herein to satisfy the requirements of this solicitation. The Proposal Response shall be provided to BCPS per Section 11.1 above. **Offerors shall provide a PDF file of each document, as instruction herein:**
- 15.8 **“Form of Proposal”**:13 pages, not including the “NO PROPOSAL” page and any additional “Reference” pages submitted by Offeror.
- 15.9 **“Technical Proposal”** that addresses all requirements outlined herein. Specifically, the sections as outlined within Part III: Technical Specifications. In addition to addressing the requirements outlined in Part III, the Technical Proposal shall include the following completed attachments:
- 15.9.1 Attachment C: BCPS Student Data Privacy Requirements
- 15.10 **“Price Proposal”**: that contains all pricing information relative to performing the service as outlined within. The price proposal must address the “Pricing” section outlined within Part III: Technical Specifications.

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- 15.11 The Proposal Response as outlined above shall be provided to BCPS in accordance with Section 15.1.
- 15.11.1 Submit one complete proposal only.
- 15.11.2 **DO NOT INCLUDE PRICING INFORMATION WITH THE TECHNICAL PROPOSAL.** Separate PDF documents shall be submitted, one with the technical proposal and one with the price proposal. Failure to exclude pricing separately as indicated may deem your firm non-responsive and no longer further consideration will be given.
- 15.12 All proposals shall be delivered as instructed above by the specified due date and time.
- 15.13 Submittals received after the published due date/due time will be rejected as non-responsive.
- 15.14 Submittals submitted improperly and/or incomplete may be deemed as non-responsive.
- 15.15 "FORM OF PROPOSAL" (SECTION 004000) shall include all the following:
- 15.15.1 Section 004000-1: Cover Page.
- 15.15.2 Section 004000-2: "Price Proposal - Instructions"
- 15.15.3 Section 004000-3: "References". Complete, sign and return with bid.
- 15.15.4 Section 004000-4: "Addenda". Offerors are reminded that the "Addenda" page should be completed and returned whether an actual addenda page was issued for this bid. Complete, sign and return with bid.
- 15.15.5 Section 004000-5: "Proposal Sheet". Complete, sign and return with bid.

- 15.15.6 Section 004000-6: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
- 15.15.7 Section 004000-7: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 15.15.8 Section 004000-8: "Small Business Enterprise Affidavit". Complete, sign and return with bid. If not considered a SBE, indicate "N/A".
- 15.15.9 Section 004000-9: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid.
- 15.15.10 Section 004000-10: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 15.15.11 Section 004000-11: "SBE/MBE Request For Waiver". Complete, sign, and return with bid".
- 15.15.12 Section 004000-12-13: "Applicant Screening Affidavit". Complete, sign, and return with bid.
- 15.15.13 Section 004000-14: "No Bid Page". This page should only be returned if not participating in the bid.
- 15.15.14 All other information and/or forms and/or affidavits specified in Specifications (Part II, Part III), and/or Addenda issued.

## **16.0 Access to Public Records Act Notice**

- 16.1 The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However, the Act excludes disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential

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commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

- 16.2 If your proposal documents contain any of the following classifications of records, clearly note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

## **17.0 Discussions with Responsible Offerors**

- 17.1 Following the evaluation committee's review of initial Offerors' proposals, it may call for discussions with responsible Offerors whose proposals it determines are reasonably being considered for award. The evaluation committee may further define and clarify the needs of this solicitation during the initial evaluation.
- 17.2 The purpose of such discussions shall include, but not be limited to:
- 17.2.1 Determine in greater detail the Offeror's qualifications.
  - 17.2.2 Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance and the possibility of alternate methods.
  - 17.2.3 Determine that the Offeror will make available the necessary personnel and facilities to fulfil the requirements of this solicitation.
  - 17.2.4 Agree upon fair and reasonable compensation, considering the estimated value of the services and the scope and complexity of this solicitation. BCPS shall reserve the right to request discussions with Offerors for the purpose of requesting the best and final offer.
- 17.3 In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted following the submission of initial proposals and prior to award of contract.

## **18.0 Revisions to Proposals**

Following the initial proposal review and discussions (if any), the evaluation committee Department of Special Education (herein referred to as the “County”) (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofits organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Occupations, Physical, and Speech Therapists, and Other Related Special Education Services (herein “Products and Services”).

will either recommend an award of contract or call for a best and final offer from those Offerors it deems capable of meeting the scope and needs of this solicitation.

## **19.0 Debrief Process**

A debriefing may be held at the request of any offeror for the purpose of receiving specific information concerning the evaluation. The debrief will be held after BCPS issues a notice of intent to award. Debriefs will not be scheduled after contract award. The discussion will be based primarily on the technical and cost evaluations of the offeror’s final proposal. A debrief is not the forum to challenge the RFP specifications or requirements.

## **20.0 Document Ownership**

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of BCPS and may not be removed, transferred to another location or to another record-media, or destroyed by an employee of the Offeror without the written permission of BCPS. All proposals received from Offerors in response to this solicitation will become the property of BCPS and will not be returned to the Offerors. Selection or rejection of the proposal will not affect this right.

## **21.0 Award of Contract**

- 21.1 Method of award will be to the responsive and responsible Offeror(s), receiving the most favorable evaluation by BCPS. Failure to provide an adequate proposal response shall result in an Offeror’s proposal being non-responsive and not eligible for award.

BCPS reserves the right to award multiple Offerors.

- 21.2 All the specifications are preferred requirements. The Offeror’s proposal shall include responses to every item listed under Part III: Technical Specifications Duties of Contractors. Failure on the part of the Offeror to meet this requirement will constitute non-compliance with the specification and will eliminate the proposal from further consideration.

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- 21.1 While pricing will be given consideration, BCPS will evaluate the criteria contained in the technical proposals as the primary evaluation tool.
- 22.1 BCPS reserves the right to reject all proposals and to re-solicit for services at its discretion.
- 23.1 Time is of the essence. Submission of a proposal, in response to this solicitation, shall mean that the Offeror can complete all work "as specified" within the specified time frame.

**22.0 Term of Contract**

- 22.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect for **five (5) years from the date of Board of Education contract approval with the option to renew for five (5) additional one-year terms.**
- 22.2 BCPS reserves the right to terminate the contract for convenience at any time by providing the Contractor thirty (30) days prior written notice. The Contractor does not have a right to termination for convenience.
- 22.3 BCPS reserves the option to extend this contract for an additional period upon i agreement and under the same terms, conditions, and pricing.
- 22.4 Contractor shall be granted the option to request an adjustment to pricing once per calendar year after year one of the contract approval by the Board of Education. All pricing adjustment requests shall be made in writing to the Office of Purchasing and in accordance with the conditions outlined herein.
- 22.5 Contractor(s) shall submit a request for a Consumer Price Index (CPI) adjustment which may be applied to contract pricing. For calculating the CPI adjustment, the Office of Purchasing shall follow the instructions below:
  - 22.5.1 Access the U.S. Bureau of Labor Statistics website at the following internet address: <http://www.bls.gov/cpi/home.htm>
  - 22.5.2 Select "Data Tools", then select "Top Picks" for "Consumer Price Index-All Urban Consumers (Current Series)".

- 22.5.3 Select from list "U.S. All items, 1982-84=100 - CUUR0000SA0". Select "Retrieve data".
- 22.5.4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"
- 22.5.5 Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100
- 22.5.6 Adjustment shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Contractor to BCPS on November 5, 2004. The contract anniversary date is November 1. The U.S. Bureau of Labor Statistics has published data up to September 2004. Price adjustment would be based on the average from October 2003 to September 2004. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".
- 22.5.7 The CPI adjustment is NOT automatic. BCPS reserves the right to accept or reject the adjustment request within sixty (60) days of receipt of request.
- 22.5.7.1 If the request is rejected, the contractor for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
- 22.5.7.2 If adjustment request is rejected, BCPS reserves the right to purchase services from the next most favorable responsive and responsible Offeror, as the requested adjustment may change the award position. If the next most favorable responsive and responsible Offeror(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.
- 22.5.7.3 Contractor whose price adjustment has been rejected by BCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible Offeror within ten (10) days of receipt of BCPS rejection notification.

- 22.5.8 BCPS reserves the right to decrease pricing if such downward adjustment is reflected within CPI data.
- 22.5.9 BCPS reserves the right to cap pricing adjustments. Increases shall not exceed five percent (5%) of the price for the immediately preceding year.
- 22.5.10 If Contractor requests a force majeure pricing adjustment, BCPS shall either accept or reject such on a case-by-case basis. Any such request shall be made in writing (on corporate letterhead) to the Office of Purchasing and substantially justified.
- 22.5.11 This is a multi-year contract and is subject to periodic performance reviews. If BCPS determines insufficiencies in contract performance, the Contractor shall meet with BCPS representatives to review the concerns and issues to develop a mutually agreed upon time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of contract.

### **23.0 Vendor Registration**

- 23.1 Offerors are invited to register with BCPS. Contractor(s) are required to register. Please follow the registration instructions below:
  - 23.1.1 Follow this link: [Vendor Request \(smartsheet.com\)](https://app.smartsheet.com/b/form/3176338d9b1b4666986e6eb8360f4200) or type the following into your browser:  
<https://app.smartsheet.com/b/form/3176338d9b1b4666986e6eb8360f4200>.  
Complete the application.
  - 23.1.2 If a company acquisition or merger occurs during the term of the contract, the Contractor shall notify the Purchasing Agent or the Office of Purchasing in writing with the details of the potential name change. If a name change occurs, a new W9-Form may be required.
  - 23.1.3 Parties interested in conducting business with BCPS are encouraged to visit the Office of Purchasing website: [PURCHASING - Baltimore County Public Schools \(bcps.org\)](https://www.bcps.org/PURCHASING). Click onto [Current Solicitations](#). The list is updated on a weekly basis.

**24.0 Independent Contractor/Vendor**

- 24.1 The Contractor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership, or joint venture between the parties hereto or any employer-employee relationship.
- 24.2 The Contractor acknowledges and agrees that it shall not be considered as the agent, representative, master or servant of BCPS for any purpose whatsoever, and that it does not have any authority to enter a contract, to assume any obligation or to give warranties or representations on behalf of BCPS.
- 24.3 The Contractor will not be entitled to and expressly disclaims any right o worker's compensation, retirement, insurance, or other benefits afforded to employees of BCPS.

**25.0 Subcontractors**

The Contractor(s) shall NOT utilize the services of any subcontractor without the expressed prior consent of BCPS. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause.

**26.0 Invoicing and Payment**

BCPS shall authorize all services under the terms of this contract by means of a Purchase Order (PO) document issued by the BCPS Office of Purchasing. The "scope of work," and payment thereof, shall be limited to that which is delineated in the individual PO document. Contractors shall not assign workers under this contract and no work shall be performed by Contractor employees until receipt of PO from the BCPS Office of Purchasing. If Contractor submits an invoice for services that does not reference a valid BCPS PO number, payment for services may not be honored by BCPS.

Invoices shall be submitted electronically using the required BCPS process shared with Award Bidder(s). It is the responsibility of the Award Bidder(s) to ensure that invoices are submitted accurately and that any corrected invoices are duly submitted within five (5) business days of receiving notice from BCPS of error(s). Invoices for services completed at the end of the BCPS fiscal year (June 30), must be submitted no later than sixty (60) calendar days after the end of the fiscal year (August 31). Invoices submitted after this point may not be paid.

- 26.1 All invoices submitted by Contractor(s) must reference the BCPS PO Number.
- 26.2 Contractor's Invoice Number, Invoice date and date of Deliverable.

- 26.3 Based upon the projected duration of a given project, BCPS reserves the right to make payment in full upon completion of the project, or to establish intervals for "payment of services to date," i.e., weekly, monthly, etc.
- 26.4 All invoices shall be submitted to the "Bill To" address as indicated on the PO.
- 26.5 The Contractor shall have an Invoice format that is pre-approved by BCPS

**27.0 Background Checks and Fingerprinting Requirements**

- 27.1 BCPS requires that all Award Bidder(s) personnel assigned under this contract, who will be accessing any BCPS property, must comply with BCPS background check and fingerprinting requirements.
- 27.2 All Award Bidder(s) personnel assigned under this contract working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to BCPS  
  
(BCPS must give authorization in writing). The fingerprint-based background check must be "for childcare." The cost will be borne by the Award Bidder(s) and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Award Bidder(s) employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).
- 27.3 Award Bidder(s) personnel assigned under this contract who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS's direction, which could include fingerprinting conducted by its in-house fingerprint Award Bidder(s) or at a site chosen by BCPS. The cost will be borne by the Award Bidder(s) and all records will remain in custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).
- 27.4 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© of the Criminal Procedure Article of the Annotated Code of Maryland states, "[a] person who enters a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who

violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder(s), the Award Bidder(s) is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

- 27.5 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder(s) and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).
- 27.6 Please visit this link [<https://www.bcps.org/hr/compliance/Fingerprinting>] to obtain instructions on background checks and fingerprinting for “Inside Contractors” (any person paid by an outside company who will work inside BCPS offices, have access to personally identifiable information or may have unsupervised access to students).

## **28.0 Contract Kick-Off Meeting**

After the Board of Education of Baltimore County has approved the contract and upon receipt of the signed contract and certificate of insurance from the Contractor(s), the Office of Purchasing will arrange a **mandatory** Contract Kick-Off Meeting. The intent of the meeting is to review/discuss the contract terms and conditions and all the requirements in the performance of this contract. A Microsoft Teams link will be provided by the Purchasing Agent for your attendance.

## **END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS**

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
DEPARTMENT OF FISCAL SERVICES  
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR  
TOWSON, MARYLAND 21204  
PHONE: 443-809-4334

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- 7.0 Evaluation of Proposals
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### PART III: TECHNICAL SPECIFICATIONS

#### 1.0 General Scope & Services

Baltimore County Public Schools (BCPS) Department of Special Education (herein referred to as the “County”) (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofits organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Managed Service Provider Program for Occupational, Physical, and Speech Therapists, and Other Related Special Education Services (herein “Products and Services”).

#### 2.0 Responsibilities of Award Bidder(s):

- 2.1 Invoices shall be submitted electronically within thirty (30) calendar days of delivery and acceptance of services. Award Bidder(s) must ensure accurate invoices are submitted. Any incorrect invoices are to be corrected and re-submitted within five (5) business days of receiving notice from BCPS of errors. Invoices for services completed at the end of the BCPS fiscal year (June 30), must be submitted no later than sixty (60) calendar days after the end of the fiscal year (August 31). Invoices submitted after this point may not be paid.
- 2.2 The Award Bidder(s) is responsible for providing, at no cost to BCPS, all necessary personal protective equipment to all assigned employees in the event of any health emergency situation.
- 2.3. The Award Bidder(s) is responsible for providing, at no cost to BCPS, a laptop device to provide services and complete documentation for any providers working remotely and/or if one is not provided by BCPS for any providers working in person.
- 2.4 The Award Bidder(s) will provide BCPS Department of Special Education (DSE) contact with a copy of the BCPS fingerprinting clearance for the employee candidate(s).
- 2.5 The Award Bidder(s) must provide required Maryland State licensure supervision for Speech Language Pathologist (SLP) clinical fellows and Physical Therapist (PT), Occupational Therapist (OT), SLP assistants.
- 2.6 The Award Bidder(s) shall provide each employee candidate’s resume for consideration by BCPS DSE. BCPS reserves the right to schedule an interview with any candidate.

- 2.7 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used on any BCPS project are properly trained and experienced in the services outlined herein.
- 2.8 The Award Bidder(s) will provide BCPS with two (2) weeks' notice if an employee is to be terminated by the Award Bidder(s) or if the employee is resigning from the award bidder or from a BCPS assignment. If possible, the Award Bidder(s) will provide a replacement employee for the assignment.
- 2.9.1 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.
- 2.9.10 Award Bidders shall provide National Provider Identifier (NPI) numbers for all employees prior to the first day of working with BCPS.
- 2.9.11 Award Bidders will provide a copy of the employee's BCPS fingerprint clearance document to DSE.
- 2.9.11 Award Bidders will ensure that recruitment and onboarding activities (i.e. advertisements, information shared about job duties, work schedule/school calendar) of employees to work with BCPS is accurate.

### **3.0 Award Bidder Employees**

- 3.1 The Award Bidder(s) employees will complete any required onboarding/training tasks as assigned by BCPS DSE.
- 3.2 The Award Bidder(s) employees will complete any attendance/billing documents and all required documentation as required.
- 3.3 The Award Bidder(s) assigned employees must adhere to all BCPS safety and emergency condition mitigation protocols.
- 3.4 The Award Bidder(s) employees must follow building location visitor sign-in/sign-out procedures as they will not have BCPS badges/IDs.

### **4.0 BCPS Responsibilities**

- 4.1 BCPS will provide onboarding training and invite the providers to professional learning opportunities as appropriate.
- 4.2 BCPS may provide a laptop/device if available for related service providers who work in person.

- 4.3. BCPS will monitor documentation of services and contact the Award Bidder(s) with any concerns that need to be addressed.
- 4.4. BCPS will provide access to BCPS assessment and intervention materials.
- 4.5. BCPS will provide Award Bidder(s) with needs and assignment changes as they occur throughout the year. BCPS does not guarantee the length of time for needs/assignments.
- 4.6. BCPS reserves the right to terminate the assignment of the Award Bidder(s) employee at any time due to unsatisfactory performance.

**5.0 Required Services**

Award Bidder(s) are to provide the following services for BCPS based on BCPS requested needs:

| Service  | Requirements  |
|--|---|
| Art Therapist  | Licensed Clinical Professional Art Therapist (LCPAT)  |
| Assistive Technology Provider                        | Licensed or certified related service provider such as a Speech-Language Pathologist, Occupational Therapist, etc. with documented experience in assessment and intervention with low, mid, high tech |
| Audiologist  | Maryland licensed   |
| Braille Transcriber                                  | Certified Unified English Braille (UEB)   |
| Clinical Professional Art Therapist                  | Maryland licensed   |
| Music Therapist                                      | Maryland licensed   |
| Occupational Therapist (OT)                          | Maryland licensed   |
| Occupational Therapy Assistant (OTA) with Supervisor | Maryland licensed; Award Bidder provides required state licensure supervision   |
| Orientation & Mobility Instructor                    | Certified Orientation and Mobility Specialist and/or National Orientation and Mobility Certification  |
| Physical Therapist (PT)                              | Maryland licensed   |
| Physical Therapist Assistant (PTA) with Supervisor   | Maryland licensed; Award Bidder provides required state licensure supervision   |
| Related Services Assistant                           | Possession of high school diploma or appropriate equivalent at a minimum; works in person with student(s) and device; works with licensed/certified provider and                                      |

|  |  |
|--|--|
|  | staff/family to implement assistive tech and/or virtual related service delivery |
| Speech Language Pathologist (SLP)                                    | Maryland licensed  |
| Speech Language Pathologist Clinical Fellow (SLP-CF) with Supervisor | Maryland licensed; Award Bidder provides required CF state licensure supervision |
| Speech Language Pathologist Assistant with Supervisor                | Maryland licensed; Award Bidder provides required state licensure supervision    |
| Teacher of the Deaf/Hard of Hearing                                  | Maryland certified   |
| Teacher of the Visually Impaired                                     | Maryland certified   |

## 6.0 Pricing

- 6.1 Pricing for the Daily Labor Rate is based on the BCPS workday and includes completing all assigned responsibilities. Currently, the work-day is 7 hours, 15 minutes which includes 30 minutes unpaid lunch and 45 minutes for planning.
- 6.2 The Daily Labor Rate is pro-rated for any work completed less than a full day. The pricing shall include any travel required between assigned school locations such as for Parentally Placed Private School locations and completion of documentation. Providers must complete an attendance log to verify work completed.
- 6.3 Providers work according to the BCPS calendar for the school year and Extended School Year assignments. Award Bidder(s) may not bill BCPS for any days/hours not worked including but not limited to school closures (i.e. inclement weather, holidays/breaks) and their employee's absence (i.e. illness, other time off).
- 6.4 Pricing for the Hourly Rate is for any assigned work to be completed after the BCPS workday (after the regular school year day, after an extended school year day) or on a weekend day as assigned such as for compensatory services.
- 6.5 Proposals shall include a break-out of **all costs** associated with **all deliverables/services** proposed, to meet the BCPS requirements as outlined herein. No specific price proposal format will be provided by BCPS.
- 6.6 Offerors shall include travel and living expenses (if applicable) within their proposal response. BCPS will not be responsible for paying any additional travel and/or living expenses to the Contractor, beyond the costs included within the proposal response.
- 6.7 BCPS shall not reimburse for cell phone usage, vehicle mileage/tolls or any materials and/or supplies.

6.8 BCPS reserves the right to request pricing clarification.

6.9 BCPS reserves the right to negotiate the payment schedule based upon deliverables / milestone achievements with the Contractor.

## **7.0 Evaluation of Proposals**

### **First Round Evaluation**

Offerors' submittal of "Section 004000- Form of Proposal" as submitted and deemed complete and accurate. (Total 100 points)

7.1 Cover Page 004000-1 [5 points].

7.2 Price Proposal - Instructions 004000-2 [5 points].

7.3 References 004000-3 [10 points].

7.4 Addenda 004000-4 [5 points]

7.5 Proposal Sheet 004000-5 [10 points]

7.6 State of Maryland Anti-Bribery & State of Maryland Tax Certification 004000-6 [10 points].

7.7 Certification Regarding U.S. Government Debarment 004000-7 [10 points].

7.8 Small Business Enterprise Affidavit 004000-8 [5 points].

7.9 Small and Minority Business Enterprise Utilization Affidavit 004000-9 [15 points].

7.10 SBE/MBE Statement of Intent 004000-10 [10 points].

7.11 SBE/MBE Request for Waiver 004000-11 [10 points].

7.12 Applicant Screening Affidavit 004000-12-13 [5 points].

**NOTE: Offerors that do not receive at least 85 points in the first-round evaluation are eliminated and not considered any further.**

**Second Round Evaluation Criteria:**

The following criteria will be used for the second-round evaluation

| EVALUATION CRITERIA |  |
|---------------------|--|
| 30                  | Functional Requirements <ul style="list-style-type: none"> <li>• Extent to which the proposed solution meets the RFP's functional requirements</li> <li>• Compliance with the RFP's technical requirements</li> <li>• Solution approach, plan and schedule</li> <li>• Project management</li> <li>• Training</li> <li>• Extent of modifications required to meet requirements</li> </ul> |
| 25                  | National Cooperative Program – GovMVMT Minimum Requirements <ul style="list-style-type: none"> <li>• Supplier Qualifications</li> <li>• Supplier Worksheet</li> <li>• Supplier Information</li> <li>• All Exhibits (A-I) and other requirements of Attachment D</li> </ul>   |
| 10                  | Experience and Qualifications of Firm <ul style="list-style-type: none"> <li>• References (number and size) in K-12 environment</li> <li>• Current workload and ability to complete required work within BCPS schedule</li> <li>• Financial stability of firm</li> </ul>   |
| 10                  | Experience and Qualifications of Proposed Staff and/or Partners <ul style="list-style-type: none"> <li>• Resumes of proposed staff/project team</li> <li>• Team organization and amount of aggregated experience</li> </ul>  |
| 20                  | Pricing <ul style="list-style-type: none"> <li>• One-time costs</li> <li>• Reoccurring costs</li> <li>• Detailed break-out of ALL costs</li> </ul>   |
| 5                   | Quality of proposal submission, and presentation   |

## 8.0 **Professionalism**

BCPS requires that Contractor provide services in a professional manner. The following infractions may result in termination of the contract with Contractor:

1. Failure of the Contractor to complete tasks/deliverables in a timely fashion.
2. Failure of the Contractor to provide properly trained and experienced employees to perform services as specified.

*Engage. Empower. Excel.*

3. Failure of any Contractor employee to refrain from any comments and/or gestures to staff and/or students that could be interpreted as inappropriate and/or obscene.
4. Failure of any Contractor employee to dress appropriately for work within a professional environment.
5. Failure of any Contractor employee to abide by the BCPS no smoking policy. BCPS maintains a Tobacco-Free environment. Furthermore, BCPS policy prohibits gambling, alcohol, drugs, and obscene/abusive language.
6. Termination of a Contractor for violating any of the above policies will result in that Contractor being unable to submit proposals for any BCPS service for up to twelve (12) months from the date of termination.
7. BCPS will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, Contractor will be called in to review and correct all performance deficiencies without additional cost to BCPS. Upon notification by BCPS, Contractor will correct all performance deficiencies in accordance with a schedule jointly agreed upon.

**END OF PART III: TECHNICAL SPECIFICATIONS**



Attachment D

SOLICITATION

BY

BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS)  
DEPARTMENT OF SPECIAL EDUCATION

FOR

OCCUPATIONAL, PHYSICAL, SPEECH-LANGUAGE  
THERAPY AND OTHER RELATED STUDENT SPECIAL  
EDUCATION SERVICES

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

REQUEST FOR PROPOSALS #CWA-106-25

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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.

#### 2.1 Executive Commitment

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

## Section 1 - Representations and Covenants

Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

### 2.2 Value Commitment

- (i) Supplier represents to GovMVMT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - A. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  - B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
  - C. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

## Section 1 - Representations and Covenants

- (iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation. While it is the objective of GovMVMT to encourage Public Agencies to piggyback onto the Master Agreement rather than issue their own procurement solicitations, GovMVMT recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
- A. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation process.
  - B. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - C. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - D. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
  - E. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative consideration.

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

Supplier can accomplish this by highlighting such facts as:

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

## Section 1 - Representations and Covenants

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

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

- (i) Supplier Sales. Supplier shall be responsible for proactive sales of Suppliers Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMT. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMT logo. GovMVMT hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMT name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - A. A dedicated GovMVMT internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:

## Section 1 - Representations and Covenants

- 1) GovMVMT standard logo with Founding Sponsor logos;
  - 2) Copy of original procurement solicitation, including all addenda;
  - 3) Copy of Master Agreement including all amendments;
  - 4) Summary of Products and Services pricing;
  - 5) Electronic link to GovMVMT's online registration page;
  - 6) Other promotional material as requested by GovMVMT;
  - 7) A dedicated toll-free national hotline for inquiries regarding GovMVMT; and
  - 8) A dedicated email address for general inquiries in the following format: GovMVMT@(suppliername).com.
- (v) Electronic Registration: Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review: Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

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

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

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

Submitted by:

\_\_\_\_\_  
*(Printed Name)*

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

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

**EXHIBIT B  
SUPPLIER RESPONSE**

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

**A. National Commitments**

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

**B. Company**

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

Example:

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

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

**EXHIBIT B  
SUPPLIER RESPONSE**

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

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

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

7. Provide a list of your company's ten largest public agency customers, including contact information.
8. Describe any green or environmental initiatives or policies.
9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.
10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
- a. Minority Women Business Enterprise (MBE or WBE)  
 Yes\_\_\_\_ No\_\_\_\_

**EXHIBIT B  
SUPPLIER RESPONSE**

- b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)  
Yes\_\_\_\_ No\_\_\_\_
- c. Historically Underutilized Business (HUB)  
Yes\_\_\_\_ No\_\_\_\_
- d. Historically Underutilized Business Zone Enterprise (HUBZone)  
Yes\_\_\_\_ No\_\_\_\_
- e. Veteran Business Enterprise (VBE)  
Yes\_\_\_\_ No\_\_\_\_
- f. Service-Disabled Veteran's Business Enterprise (SDVBE)  
Yes\_\_\_\_ No\_\_\_\_

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

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

**C. Order Processing and Distribution**

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

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

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

**D. Sales and Marketing**

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

## **EXHIBIT B SUPPLIER RESPONSE**

- GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.
3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
  4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.
  5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:
    - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
    - b. Pricing Equal to or better than Supplier's Best available government pricing
    - c. No cost to participate
    - d. Non-exclusive
  6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
    - a. Key features of Master Agreement
    - b. Working knowledge of the solicitation process
    - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
    - d. Knowledge of benefits of the use of cooperative contracts
  7. Provide the name, title, email and phone number for the person(s) who will be responsible for:
    - a. Executive Support
    - b. Sales
    - c. Sales Support
    - d. Marketing
    - e. Financial Reporting
    - f. Accounts Payable
    - g. Contracts
  8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.
  9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

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

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.
  - a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
  - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
  - c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
  - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:  
\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

**E. Additional Information**

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

## **GovMVMT ADMINISTRATION AGREEMENT**

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

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

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

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

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

Master Agreement.

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

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

## **ARTICLE II**

### **TERM OF AGREEMENT**

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

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

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

3.2 GovMVMT Representations and Covenants.

(a) **Marketing**. GovMVMT shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMT staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

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

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

(a) **Executive Commitment**

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

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

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

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

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

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

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

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

(b) **Value Commitment**

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplier can accomplish this by highlighting such facts as:

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

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

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

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

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

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

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

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

- (1) GovMVMT standard logo;

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

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

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

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

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

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

## ARTICLE IV

### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period

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

## **ARTICLE V**

### **FEES & REPORTING**

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

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

#### **Administrative Fee Tiers\***

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

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

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by **Exhibit B**, attached hereto,

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

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

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

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

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

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

## **ARTICLE VI**

### **MISCELLANEOUS**

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

6.2 Assignment.

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

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

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

GovMVMT:

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

Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: GovMVMT Program Manager

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

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

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

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

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

6.9 Attorney's Fees. If any action at law or in equity (including, arbitration) is necessary to enforce

or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

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

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

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

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By \_\_\_\_\_

Name: David Kidd

Title: Program Manager

Supplier:

\_\_\_\_\_  
(Insert Supplier Name)

By \_\_\_\_\_

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

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



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

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

**RECITALS**

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

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

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
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.

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

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

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

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

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

\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

\_\_\_\_\_  
*(Printed Name)*

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

\_\_\_\_\_  
*(Date)*

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

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

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

**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.

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

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

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

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

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

**APPENDIX II TO 2 CFR 200**

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

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

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

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

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

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

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

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

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

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

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

awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

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

\_\_\_\_\_ agrees  
(Initial of Supplier’s Authorized Representative)

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

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

\_\_\_\_\_ agrees  
(Initial of Supplier’s Authorized Representative)

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

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

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

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

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

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

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

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

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

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

9. **Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the

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

names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

*Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this 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)

**EXHIBIT F  
FEDERAL FUNDS CONTRACT PROVISIONS**

**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-guidelining-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

\_\_\_\_\_ agrees  
(Initial of Supplier’s Authorized Representative)

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

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

\_\_\_\_\_ agrees  
(Initial of Supplier’s Authorized Representative)

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

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

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

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

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

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

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

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

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

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

**EXHIBIT G**  
**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.

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

**Definitions**

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

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

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

1. Remedies

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

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

2. Termination for Cause and Convenience

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

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

3. Equal Employment Opportunity

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

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

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

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or

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**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
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applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practice when it participates in federal assisted construction work:

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*Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. Davis-Bacon Act

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

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

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

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

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

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

5. Copeland “Anti-Kickback” Act

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

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including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

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

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

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

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

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

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

8. Clean Air Act and Federal Water Pollution Control Act

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

“Clean Air Act”

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

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

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

“Federal Water Pollution Control Act”

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

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

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

9. Debarment and Suspension

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

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

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

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This certification is a material representation of fact relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

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

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

10. Byrd Anti-Lobbying Amendment

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

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

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

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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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

**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.

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

(b) *Prohibitions.*

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

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

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

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:

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- i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
  - (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

13. Domestic Preferences for Procurements

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

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

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**RECOMMENDED CONTRACT PROVISIONS**

*For the purposes of this clause:*

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Access to Records

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

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

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

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

15. Changes

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

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

16. DHS Seal, Logo, and Flags

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

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

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

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

18. No Obligation by Federal Government

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

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

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

20. Affirmative Socioeconomic Steps

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

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

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

21. Copyright and Data Rights

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

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to

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

copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Checklist of Documents Required**

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

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

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

**EXHIBIT H  
ATTACHMENT 1**

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

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

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

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

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

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

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

| Name | Address | Interest |
|------|---------|----------|
|      |         |          |
|      |         |          |
|      |         |          |
|      |         |          |
|      |         |          |
|      |         |          |

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

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

**EXHIBIT H  
ATTACHMENT 1**

| <b>Name</b> | <b>Address</b> | <b>Interest</b> |
|-------------|----------------|-----------------|
|             |                |                 |
|             |                |                 |
|             |                |                 |
|             |                |                 |
|             |                |                 |
|             |                |                 |

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

**EXHIBIT H  
ATTACHMENT 2**

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

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

ss:

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

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

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

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

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_

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

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

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

(Seal)

**EXHIBIT H  
ATTACHMENT 3**

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

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

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

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

**Required Affirmative Action Documentation:**

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

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

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

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

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

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

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

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

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

**EXHIBIT H  
ATTACHMENT 3**

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate

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

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

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

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

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

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

**C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Public Agency Instructions**

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

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

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

- 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](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT H  
ATTACHMENT 4**

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

**EXHIBIT H  
ATTACHMENT 5**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

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

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

**OR**

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

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

Partnership  
Proprietorship

Corporation

Sole

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT H  
ATTACHMENT 5**

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

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

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

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

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

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

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

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

**EXHIBIT H  
ATTACHMENT 7**

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

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

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

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

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with 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  
BOROUGHES INCLUDING BUT NOT  
LIMITED TO:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MONITOR R.F.P.D., OR MONROE  
 R.F.P.D., OR MONUMENT  
 CEMETERY MAINTENANCE  
 DISTRICT, OR MONUMENT  
 S.W.C.D., OR MOOREA DRIVE  
 SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT,  
 OR  
 MORROW COUNTY UNIFIED  
 RECREATION DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD  
 DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. 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  
 PINWOOD COUNTRY ESTATES  
 SPECIAL ROAD DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PISTOL RIVER CEMETERY  
 MAINTENANCE DISTRICT, OR PISTOL  
 RIVER FIRE DISTRICT, OR PLEASANT  
 HILL R.F.P.D., OR PLEASANT HOME  
 WATER DISTRICT, OR  
 POCAHONTAS MINING AND  
 IRRIGATION DISTRICT, OR  
 POE VALLEY IMPROVEMENT  
 DISTRICT, OR  
 POE VALLEY PARK & RECREATION  
 DISTRICT, OR  
 POE VALLEY VECTOR CONTROL  
 DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT  
 DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HIGHER                      EDUCATION**  
 ARGOSY                      UNIVERSITY  
 BATON ROUGE COMMUNITY  
 COLLEGE, LA

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

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

### **STATE AGENCIES**

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

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

# BALTIMORE COUNTY PUBLIC SCHOOLS

6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204

Division of Support Services

Office of Purchasing

## **SECTION 004000 "FORM OF PROPOSAL"**

Bidders shall complete and return all the following forms with their bid.  
(\*except this form)

|  |              |
|--|--------------|
| Cover Page   | 004000-1     |
| Price Proposal - Instructions                                | 004000-2     |
| References   | 004000-3     |
| Addenda  | 004000-4     |
| Proposal Sheet   | 004000-5     |
| State of Maryland Anti-Bribery Affidavit & Tax Certification | 004000-6     |
| Certification Regarding U.S. Government Debarment            | 004000-7     |
| Small Business Enterprise Affidavit                          | 004000-8     |
| Small and Minority Business Enterprise Utilization Affidavit | 004000-9     |
| SBE/MBE Statement of Intent                                  | 004000-10    |
| SBE/MBE Request For Waiver                                   | 004000-11    |
| Applicant Screening Affidavit                                | 004000-12-13 |
| *No Bid Page   | 004000-14    |



PRICE PROPOSAL - INSTRUCTIONS:

Pricing shall be submitted as determined in Part III Technical Specifications,  
Section 6.0 Pricing

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(Signature of Bidder) (Date)

REFERENCES

List at least 3 references (preferably school systems) -- one may be with BCPS, customers of your organization over the last eighteen (18) months. References--should include items of similar scope and size for which your firm has provided service. Make additional copies of this page if necessary.

*Reference #1*

\_\_\_\_\_  
Customer/Client Name

\_\_\_\_\_  
Description of Product or Services Provided to Customer/Client

\_\_\_\_\_  
Representatives Name

(\_\_\_\_\_)\_\_\_\_\_  
Representative's Phone #

\_\_\_\_\_  
Representative's Email

*Reference #2*

\_\_\_\_\_  
Customer/Client Name

\_\_\_\_\_  
Description of Product or Services Provided to Customer/Client

\_\_\_\_\_  
Representatives Name

(\_\_\_\_\_)\_\_\_\_\_  
Representative's Phone #

\_\_\_\_\_  
Representative's Email

*Reference #3*

\_\_\_\_\_  
Customer/Client Name

\_\_\_\_\_  
Description of Product or Services Provided to Customer/Client

\_\_\_\_\_  
Representatives Name

(\_\_\_\_\_)\_\_\_\_\_  
Representative's Phone #

\_\_\_\_\_  
Representative's Email

\_\_\_\_\_  
(Signature of Bidder) (Date)

ADDENDA

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Issued \_\_\_\_\_

Addendum #2 - Date Issued \_\_\_\_\_

Addendum #3 - Date Issued \_\_\_\_\_

Addendum #4 - Date Issued \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Supplier Name

**PROPOSAL SHEET**

- \_\_\_\_\_ I / We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).
  
- \_\_\_\_\_ I / We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.
  
- \_\_\_\_\_ I / We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.
  
- \_\_\_\_\_ I / We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer's certification verifying/confirming item(s) to be "asbestos free."
  
- \_\_\_\_\_ I / We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.
  
- \_\_\_\_\_ I / We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.
  
- \_\_\_\_\_ I / We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland; and, Md. Ed. Code Ann., §6-113.

Is your company a certified Minority Business Enterprise with the State of Maryland?    \_\_\_ Yes    \_\_\_ No    MDOT # \_\_\_\_\_

Please indicate which group qualifies the business as a Minority Business Enterprise:

(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools. **PLEASE LIST COMPANY'S LEGAL NAME AND INCLUDE D/B/A IF APPLICABLE.**

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

Federal Tax ID (EIN): \_\_\_\_\_ (Required)

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

Signature: \_\_\_\_\_

Typed Name/Title: \_\_\_\_\_

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

e-mail: \_\_\_\_\_

Additional Company Representative (Required):

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

e-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that

- 1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ who address is \_\_\_\_\_

\_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

- 2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
- 3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF MARYLAND TAX CERTIFICATION**

At the time a bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

**BIDDERS SHALL PROVIDE STATE OF MARYLAND SDAT IDENTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:**

\_\_\_\_\_

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title (please type or print)

\_\_\_\_\_  
Name/Title (please type or print)

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

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

(2) Where the prospective participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

\*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.

**Baltimore County Public Schools  
SMALL BUSINESS ENTERPRISE AFFIDAVIT**

\_\_\_\_\_ N/A **If the bidder firm is NOT an SBE, then check the blank, and do not complete any further.**

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

Name and Title: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

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

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
Print Name Signed Above

\_\_\_\_\_  
Print Name Signed Above

<sup>1</sup>Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).

**Baltimore County Public Schools**

**SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of **15%** percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place SBE and MBE subcontractors at a competitive disadvantage to non- SBE and MBE subcontractors.

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

Baltimore County Public Schools

SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S STATEMENT OF INTENT

N/A Check here if there is NO participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME:

BCPS System wide OR Single Location (Location)

A. Name of Bidder:

B. Name of SBE/MBE: (Bidder if Qualified MBE or SBE per SBE Affidavit)

Indicate with and "X" SBE or MBE status: MBE SBE

SBE/MBE Phone Number: Fax Number:

1. Work or Services to be performed by SBE/MBE:

2. Subcontract Amount: \$

3. SBE/MBE Commencement Date: Completion Date:

4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. ).

The terms and conditions stated above are consistent with our agreements.

(Signature of Subcontractor/Date)

The terms and conditions stated above are consistent with our agreements.

(Signature of Bidder/Date)

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE**  
**REQUEST FOR WAIVER**

\_\_\_ N/A *Check here if the goals have been met in full and a waiver is NOT necessary (do not complete any further).*

Solicitation Name: \_\_\_\_\_ Solicitation No. \_\_\_\_\_  
 Total contract amount (with accepted alternates) \$ \_\_\_\_\_  
 15% of total contract value \$ \_\_\_\_\_  
 SBE/MBE participation in this contract \$ \_\_\_\_\_ (\_\_\_%)

I do hereby request that an exception be granted to the requirement that a minimum of \_\_\_% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is \_\_\_\_\_ and I am the duly authorized representative of \_\_\_\_\_.  
 (Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ \_\_\_\_\_ and the percentage is \_\_\_%.

Therefore, the *Request for Waiver* is for \$ \_\_\_\_\_ and \_\_\_\_\_ %.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

\_\_\_\_\_  
 Signature Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

\_\_\_\_\_  
 Signature Date

## APPLICANT SCREENING AFFIDAVIT

I, (print name) \_\_\_\_\_ possess the legal authority to make this affidavit on behalf of (print company name) \_\_\_\_\_.

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct/routine contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
  - a. The current employer
  - b. All former school employers; and
  - c. All former employers of the applicant in which the applicant was employed in a position involving direct/routine contact with minors.
2. Written consent form signed by the applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
  - a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
  - b. Has ever been disciplined, discharged, nonrenewed or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
  - c. Has ever had a license. Professional license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending, or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct/routine contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant
  - a. Holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and
  - b. Has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer

including records related to the child sexual abuse or sexual misconduct.  
Contractor shall conduct the employment history review of the applicant:

1. At the time of initial firing of the employee; or
2. Before the employee is assigned to work for the school entity in a position involving direct/routine contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to BCPS access to the employee's records upon request.

Before assigning an employee to perform work for BCPS in a position involving direct/routine contact with minors, Contractor shall provide notice to BCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for BCPS in a position involving direct/routine contact with minors if BCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_  
(printed name of Authorized Representative and affiant)

\_\_\_\_\_  
(signature of Authorized Representative and affiant)

**NO BID SHEET (use only when **not** participating in bid)**

\_\_\_\_ 1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

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|                             |   |
|-----------------------------|---|
| <b>COMPANY</b>              | _____   |
| <b>AUTHORIZED SIGNATURE</b> | _____   |
| <b>TYPED NAME/TITLE</b>     | _____   |
| <b>ADDRESS</b>              | _____   |
| <b>CITY/STATE/ZIP</b>       | _____   |
| <b>PHONE</b>                | _____ <b>FAX</b> _____                          |
| <b>Return to:</b>           | <a href="#"><u>Bid/Proposal Submissions</u></a> |