

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/21/25

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Uber Technologies

for on-demand transportation, meals, and logistics solutions for the Department of General Services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Elizabeth Jefferson</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>10/13/2025 3:50 PM GDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Uber Technologies for on-demand transportation, meals, and logistics solutions for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Omnia, a state of Texas local governmental agency, and Uber Technologies, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Omnia, a state of Texas local governmental agency, and Uber Technologies, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

- What is your name?** Ava Elsaghir
- What is your department?** General Services Department
- What is your email address?** Ava.Elsaghir@Nashville.gov
- What is your phone number?** (615) 930-6049
- In addition to your department, will other Metro departments be utilizing this cooperative?** Yes.
- If other Metro departments will be utilizing this cooperative, list them here:** All Metro Agencies
- How much do you estimate spending on this cooperative contract?** \$100,000.00

Cooperative Information

- What is the cooperative entity?** Cooperative - Omnia.
- What is the lead agency?** Region 4 Education Service Center
- Who is the supplier?** Uber Technologies
- Is the supplier registered in iSupplier?** Yes.
- If yes, what is the supplier's ISN?** 1013504

What is the contract number? R250801

When did the contract start? Friday, August 1, 2025

When does the contract end? Monday, July 31, 2028

What was the solicitation method for this contract? RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?
On-Demand Transportation (Rideshare), Meals and Logistics Solution

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

This cooperative has been published by Region 4 ESC and provides great discount that will assist the department in ordering food for meetings or provide transportations for attending conferences/ seminars. It's unlikely that Metro as a sole agency can obtain competitive pricing and also will reduce time and effort working on our own solicitation.

Upload the original contract from the lead agency.  Contract R250801_Uber_MAD_Redact... .pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080? No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law. Yes.

I accept the terms of this contract without exception. Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.  RfP-25-08_On-Demand_Logistics_RFP... .pdf

This solicitation was advertised, open, and unrestricted. Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request. Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **on-demand transportation (rideshare), meals and logistics solutions from Uber Technologies, Inc. via Omnia contract R250801** is recommended for approval.

The anticipated project value is **\$100,000.00**. The estimated savings to Metro via this cooperative is **\$22,571.00**

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Omnia**; the lead agency is **Region 4 – Education Service Center**. **Region 4 – Education Service Center** is a public institution in **Texas** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 2 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$22,571.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
09/30/2025



Cooperative Request Signature Form

Co-Op Request Number	C2026031
Date Received	September 24, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

DR

10/1/2025 | 5:13 PM CDT

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

Date Signed



Region 4 Education Service Center (ESC)

Contract # R250801

for

On-Demand Transportation (Rideshare), Meals & Logistics
Solutions

with

Uber Technologies, Inc.

Effective: August 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Uber Technologies, Inc., effective August 1, 2025:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name Uber Technologies, Inc.

Address 1725 3rd Street

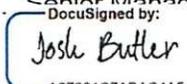
City/State/Zip San Francisco, CA 94158

Telephone No. 630-204-4195

Email Address sebastian.reszka@uber.com

Printed Name Sebastian Reszka

Title Senior Manager, Government Sales

Authorized signature  A27801C7ABAC4A5...

Accepted by Region 4 ESC:

Contract No. R250801

Initial Contract Term 08/01/2025 to 07/31/2028


Region 4 ESC Authorized Board Member 6/24/2025
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member 6/24/2025
Date

Victor E. White
Print Name



CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Exceptions to RFP# 25-08 for On-Demand Transportation (Rideshare), Meals, and Logistics Solutions (“RFP”)

Thank you for the opportunity to participate in this RFP. Uber has carefully reviewed the RFP and identified certain areas where clarification or discussion may be needed to align with our product offering. Due to the length and format of the RFP, we are not reproducing each provision for which an exception or deviation may apply. However, should Uber be selected for award, we look forward to working collaboratively with Region 4 ESC and OMNIA Partners to reach mutual agreement on the matters outlined in this letter.

This letter is intended to clarify how Uber’s offerings align with the RFP and to note where certain standard procurement terms may not fully apply to Uber’s platform model. Uber reserves the right to make additional good-faith comments, edits, or revisions during contract negotiation to ensure alignment with our operational framework. While we have responded to this RFP in good faith and to the best of our knowledge, the contents of Uber’s proposal are not intended to be legally binding or to constitute a formal agreement.

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)





CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]



CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]



CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]



CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]



CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]





CONFIDENTIAL AND PROPRIETARY INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC)
[Redacted]	[Redacted]	[Redacted]	



25-08

**Uber Technologies, Inc.
Supplier Response**

Event Information

Number: 25-08
Title: ON-DEMAND TRANSPORTATION (RIDESHARE), MEALS, AND LOGISTICS SOLUTIONS
Type: Request for Proposal - Region 4 ESC
Issue Date: 2/25/2025
Deadline: 5/1/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Tuesday, March 25, 2025, at 10:00 am
via ZOOM at <https://esc4.zoom.us/j/97505804242?from=addon>

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

Uber Technologies, Inc. Information

Contact: Nick Brown
 Address: 1725 3rd Street
 San Francisco, CA 94158
 Phone: (425) 977-9197
 Email: nick.brown@uber.com
 Web Address: uber.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Nick Brown
 Signature

nick.brown@uber.com
 Email

Submitted at 5/1/2025 12:03:31 PM (CT)

Requested Attachments

Offer and Contract Signature Form

25-08_Offer_and_Contract_Signature_Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Deviation Form

25-08 Deviation Form.pdf

Please complete the Deviation Form, located on the Attachments tab, and upload the completed document here.

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Products and Pricing

Section-A_Region-4-ESC_On-Demand-Transportation-Meals-and-Logistics_Uber-Response.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

No response

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA_Partners_-_Exhibit_F_Federal_Funds_Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA_Partners_-_Exhibit_G_New_Jersey_Business_Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Additional Agreements Offeror will require Participating Agencies to sign.

U4G DAA +UH Addendum + Product Addendums.docx

Upload any additional agreements offeror will require Participating Agencies here.

W-9 Upload

Form W-9_UTI_Signed 5.9.24.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Response Attachments

Region-4-ESC_On-Demand-Transporation-Meals-and-Logistics_Uber-Response.pdf

Proposal response

Bid Attributes

1	<p>CONTRACT DURATION</p> <p>The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
2	<p>NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL</p> <p>Sebastian Reszka, Sr. Manager, Government Sales</p>
3	<p>HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME</p> <p>16</p>
4	<p>WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?</p> <p>200000</p>
5	<p>WHAT ARE YOUR BUSINESS HOURS?</p> <p>Riders can request a ride on a 24/7 basis, dependent on driver availability.</p>
6	<p>IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?</p> <p>If Yes, type "YES".</p> <p>If No, describe your payment schedule in the field provided.</p> <p>Yes.</p>

7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECEIVED (ARO), IN DAYS?

Provide your answer in number of DAYS after receipt of order (ARO).

Generally, once an agreement is in place, Uber's government team can help a participating agency implement the Uber for Business Dashboard and launch a program as quickly as needed. But please note that we do not have a standard "product receipt ARO" in days.

8 ACCOUNT MANAGER NAME

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Sebastian Reszka

9 ACCOUNT MANAGER EMAIL

sebastian.reszka@uber.com

10 ACCOUNT MANAGER PHONE

(630) 204-4195

11 PAYMENT REMITTANCE ADDRESS

No response

12 PAYMENT REMITTANCE PHONE

13 CONTRACT/PURCHASE ORDER/QUOTE EMAIL

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

No response

14 CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE

If applicable, please provide a fax number to send orders and quote requests.

15 REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

No response

16 COMPANY WEBSITE ADDRESS, IF APPLICABLE

<https://www.uber.com/us/en/business/>

17 HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

Uber received notification of this bid opportunity via multiple market intelligence platforms.

1
8 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

1
9 **REFERENCE 1 EMAIL**

2
0 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

2
1 **REFERENCE 2 EMAIL**

2
2 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

2
3 **REFERENCE 3 EMAIL**

2
4 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

California

2
5 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

2
6 **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

I understand.

27 PURCHASE ORDER POLICY

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

I understand.

28 ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

I understand.

29 Provide equipment manufacturer, equipment types and discounts off published list price.

Uber will provide Region 4 ESC and participating agencies with a [REDACTED] across all products offered through this contract. While there is no cost to access the proposed products, dynamic pricing applies at the trip or order level, allowing participating agencies to benefit from market-based rates that reflect real-time demand conditions.

30 Define any freight charges.

Not applicable

31 Describe how Offeror responds to emergency orders.

With an executed agreement in place, Uber can rapidly stand up programs for participating agencies—often within 24 to 48 hours. Our ability to respond quickly is powered by an existing, nationwide network of drivers and couriers, as well as configurable administrative tools. For example, Uber has launched emergency programs in under 24 hours to support agencies during natural disasters.

32 What is Offeror's average Fill Rate?

Traditional fill rate metrics do not apply to Uber's platform. However, our average global ETA is approximately 4 minutes for rides and 30 minutes for meal deliveries, reflecting strong real-time availability.

33 What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Uber's platform is built for real-time responsiveness. While we do not report a traditional on-time delivery rate, our average global ETA is approximately 4 minutes for rides and 30 minutes for meal deliveries. These consistent delivery windows reflect our platform's strong performance in meeting rider and customer expectations across diverse markets.

34 Describe Offeror's return and restocking policy.

Not applicable. As a technology platform, Uber does not offer physical goods requiring return or restocking. However, if issues arise, appeasements such as credits or refunds may be provided on a case-by-case basis at the individual trip or order level.

35 Describe Offeror's ability to meet service and warranty needs.

Uber's ability to meet service and warranty needs is governed by the terms outlined in our attached sample agreement. Specifically, Section 11 ("Warranties; Disclaimer") details mutual warranties, Agency responsibilities, and applicable limitations. Please refer to Section 11 of the agreement for full warranty terms.

36 Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Uber offers comprehensive customer support. Hours: 24/7 in-app support is available for immediate assistance. Process: • In-App Help: Users can report issues directly through the Uber or Uber Eats app. • Categorization: Issues are categorized (e.g., safety, order problem, billing). • Support Team: Dedicated teams handle specific issue types. • Resolution: We aim for prompt and fair resolution, which may include investigation, refunds, or credits. • Escalation: Complex issues can be escalated to specialized teams or dedicated account teams. Services Supported: Our process covers all Uber for Business products.

37 Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Uber for Business offers centralized and decentralized billing. With centralized billing, costs are billed back to the agency on a monthly basis and payment is made via a credit card, ACH, or PO. Decentralized billing is best for government employees using their own corporate card/p-card. With decentralized billing, an Uber receipt is emailed to the work email address associated with the employee's business profile. The employee then expenses the trip through their usual expense process. Uber's expense integrations, such as with Concur, can automate this process. There are no added fees to credit card or p-card payments.

38 Describe Offeror's contract implementation/customer transition plan.

Our contract implementation and customer transition are designed for a seamless experience. Phase 1: Onboarding & Account Setup: • Dedicated Uber for Business representative assigned. • Assistance with account creation and linking employee/team accounts. • Guidance on setting up organizational policies and spending controls. • Integration with expense management systems (if applicable) facilitated. Phase 2: Platform Training & Familiarization: • Comprehensive training materials and resources provided (e.g., webinars, guides). • Customized training sessions available for administrators. • Ongoing support for user adoption and platform navigation. Phase 3: Service Activation & Monitoring: • Gradual or full rollout of Uber Rides and Uber Eats services as per contract terms. • Tools for administrators to monitor usage and compliance. • Regular check-ins with our team to ensure smooth operation and address any initial questions. Our goal is a swift and efficient transition, enabling you

39 Describe the financial condition of Offeror.

Uber's financial standing is strong. As a publicly traded company (NYSE: UBER), detailed financials are available in our SEC filings, demonstrating our financial stability and commitment to supporting Uber for Business. Additionally, financial details can be viewed on our Investor site: <https://investor.uber.com/financials/default.aspx>

40 Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Our platform is accessible 24/7 through our user-friendly website, business.uber.com. The site provides a central dashboard for administrators to easily manage their organization's account. This includes controlling end-user access to Uber rides and Uber Eats based on customizable policies and spending limits. While we don't handle traditional product ordering or returns, the website offers comprehensive reporting tools to track ride and meal expenses, analyze usage patterns, and download data for integration with your expense systems. Administrators can also manage user accounts, payment methods, and configure policy settings.

41 Describe the Offeror's safety record.

Safety is a top priority for Uber. From 2021 to 2022, 99.9998% of trips ended without a critical safety incident, and 99.9% ended without any safety report. We support this record through background checks, in-app safety features (like emergency assistance and trip sharing), clear Community Guidelines, and dedicated reporting channels.

4 2 Provide a brief history of the Offeror, including year it was established and corporate office location.

Uber Technologies, Inc. was established in 2010. The company's headquarters is located at 1725 3rd Street, San Francisco, CA 94158. Uber has grown to become the largest mobility platform in the world, with a presence in over 10,000 cities across 70 countries. The company launched its business-to-business division, Uber for Business, in 2014, which has since been trusted by more than 170,000 organizations globally to manage their meal delivery and rideshare programs.

4 3 Describe Offeror's reputation in the marketplace.

Uber has built a strong and growing reputation among state and local government agencies by delivering reliable, scalable solutions that address public sector priorities. We currently support more than 400 rideshare and meal programs across the United States, including partnerships with states, counties, cities, school districts, universities, and the federal government. Our reputation is rooted in a nationwide network, advanced technology, operational dependability, and a consistent record of high-quality service delivery.

4 4 Describe Offeror's reputation of products and services in the marketplace.

Uber is a trusted and widely adopted mobility and logistics platform, operating in over 10,000 cities across 72 countries. Uber supports more than 25 million trips per day through a network of over 7 million drivers and couriers.

4 5 Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Uber does not currently utilize distributors, dealers, resellers, or subsidiaries to fulfill services under this agreement. All offerings are accessed directly through Uber's proprietary technology platform. As such, there are no authorized affiliates involved, and no separate affiliate list is maintained or required.

4 6 Describe the experience and qualifications of key employees.

Uber's public sector team is led by experienced professionals across sales, implementation, marketing, and support. Sebastian Reszka, Sr. Government Sales Manager, serves as contract manager and sales lead, overseeing strategy and client relationships (10 yrs exp). Ashley Jacober, Head of Government Partnerships (13 yrs), ensures quality and oversight across public programs. Tamica Goldsmith (8 yrs) manages reporting, training, and program optimization. Isabella Petr (8 yrs) leads demand marketing, and Alexandra Loscher (14 yrs) manages strategic events. Together, they are supported by implementation specialists and a 24/7 multilingual support team to ensure seamless program execution for participating agencies.

4 7 Describe Offeror's experience working with the government sector.

Uber launched its business-to-business division, Uber for Business, in 2014 and has since supported more than 200,000 organizations globally. In the U.S., our business and government-focused teams—spanning sales, account management, and support—work closely with public sector clients to deliver flexible, scalable transportation and meal solutions. Uber formalized its dedicated government team in 2020 following the award of a BPA with the U.S. General Services Administration. Since then, we've expanded our partnerships with federal, state, and local agencies, school districts, and higher education institutions, offering tailored programs aligned with public sector goals around compliance, accessibility, and cost control. Today, Uber has supported more than 400 programs in the public sector, and over the past year, we've significantly increased investment and resources to accelerate market penetration and meet rising demand.

4 8 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Uber is a global, publicly-traded company, and legal actions worldwide are far too extensive to list. However, any material actions against Uber would be reported in our financials at: <https://investor.uber.com/financials/default.aspx>.

49 Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Uber has deep experience supporting public sector agencies at the federal, state, and local levels. Our dedicated government team brings specialized expertise in navigating public procurement, meeting regulatory and reporting requirements, and supporting a wide range of agency use cases—from internal operations to community-facing programs. Our government programs benefit from Uber’s broader investment in maintaining compliant rideshare and meal delivery operations across U.S. markets. This foundation allows us to deliver solutions that align with local and state regulatory frameworks while offering the flexibility needed to serve a diverse range of constituents.

50 Indicate if Offeror is licensed to do business in all 50 states.

- Yes
- No

51 Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Uber is committed to continuously enhancing our platform and services to provide increasing value to your organization under this contract. Beyond our core offerings of reliable transportation and convenient meal delivery, we propose the following value-added elements:

- Customizable Policy Controls: We offer granular controls that allow administrators to tailor usage policies to your specific needs. This includes setting spending limits, restricting service usage by time or location, and defining approved use cases, ensuring alignment with your internal regulations and budgetary constraints.
- Enhanced Reporting and Analytics: Our robust reporting dashboard provides comprehensive insights into your organization's transportation and meal expenses. We are continuously developing more advanced analytics features, such as customizable report generation, trend analysis, and the ability to track carbon emissions associated with rides, aiding in sustainability initiatives.
- Integration Capabilities: We offer seamless integration with leading expense management systems (e.g., Concur, Expensify) to automate expense reporting and reconciliation, reducing administrative overhead and improving efficiency for your finance teams. We are also exploring deeper API integrations for streamlined workflows with other business applications you may utilize.
- Dedicated Account Management and Support: For organizations with significant contract volume, we provide dedicated account management to ensure a personalized experience, proactive support, and assistance with program optimization. Our 24/7 in-app support remains available to all users for immediate assistance.
- Safety and Well-being Initiatives: We are continuously investing in safety features and protocols on the Uber platform. For Uber for Business users, this translates to access to our in-app safety toolkit, including the emergency button, ride sharing, and RideCheck. We are also exploring partnerships to offer well-being resources relevant to business travelers.

52 Include a per diem rate.

Uber understands the importance of adhering to per diem rates, particularly within the public sector. While Uber itself doesn't set a universal per diem rate, our platform allows government agencies to implement and manage per diem policies for their users. Agencies can leverage our platform's features to:

- Establish spending limits: Set maximum amounts for individual rides or meals, effectively aligning with per diem allowances. For example, an agency could set a \$68 per day limit for meals and incidentals.
- Control service usage: Define parameters for when and where Uber services can be used, ensuring compliance with travel policies and per diem guidelines.
- Track expenses: Monitor spending in detail to ensure adherence to allocated per diem amounts. Our reporting tools provide visibility into individual and organizational spending.

53 For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.

Uber's pricing operates on a dynamic, on-demand model, rather than a fixed hourly rate with minimums, even during non-normal working hours.

54 Is pricing available for all products and services?

Yes, please refer to the attached “Products and Pricing” sheet, which outlines Uber’s offerings. Access to the Uber for Business Dashboard and associated tools is provided free of charge. The document also explains Uber’s dynamic pricing model, which reflects real-time market conditions while allowing agencies to apply policy controls and spending limits.

55	<p>Describe any shipping charges (where applicable).</p> <p>Not applicable.</p>
56	<p>Provide pricing for warranties on all products and services.</p> <p>Not applicable. Please refer to our response to Question 35.</p>
57	<p>Describe any return or restocking fees.</p> <p>Not applicable.</p>
58	<p>Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.</p> <p>Uber is providing a [REDACTED] across all products under this contract. Additional incentives can be discussed on a case-by-case basis for participating agencies.</p>
59	<p>Describe how customers verify they are receiving Contract pricing.</p> <p>Participating agencies can verify contract pricing through several auditable mechanisms. Uber issues monthly billing statements that confirm no charges for access to the Uber for Business Dashboard. All trip and order activity is automatically captured within the dashboard, allowing agencies to monitor usage, enforce policy controls, and verify compliance with contract terms. Additionally, Uber can report on rebate amounts issued under the agreement, providing further transparency into contract pricing.</p>
60	<p>Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.</p> <p>Uber proposes a fixed [REDACTED] for the full term of the agreement. We do not anticipate changes to this rebate structure, except on a case-by-case basis for agencies with large-scale programs. This rebate applies across all product categories. Pricing for rides and deliveries is subject to dynamic pricing, as outlined and accepted in the RFP's scope of work, and is based on real-time market conditions rather than indexed adjustments.</p>
61	<p>Describe how future product introductions will be priced and align with Contract pricing proposed.</p> <p>Any future products introduced during the term of the agreement will be priced in alignment with the proposed contract structure. The [REDACTED] will apply to all new products made available through the Uber for Business platform, ensuring consistent value for participating agencies. Dynamic pricing will continue to apply where relevant, in accordance with the RFP's scope of work.</p>
62	<p>Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.</p> <p>Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.</p> <p><i>No response</i></p>
63	<p>Minority Women Business Enterprise Certification</p> <p>If yes, list certifying agency.</p> <p><i>No response</i></p>
64	<p>Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification</p> <p>If yes, list certifying agency.</p> <p><i>No response</i></p>

65 Historically Underutilized Business (HUB) Certification
 If yes, list certifying agency.
 No response

66 Historically Underutilized Business Zone Enterprise (HUBZone) Certification
 If yes, list certifying agency.
 No response

67 Other recognized diversity certificate holder
 If yes, list certifying agency
 No response

68 Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.
 Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
 Uber expects to position the OMNIA Master Agreement as its flagship cooperative contract for national access, offering a unified contracting path for rideshare, meal, and logistics programs. Upon legal review and at the request of participating agencies, Uber will help transition existing accounts to this agreement to provide continuity of service while streamlining administrative and pricing terms. Current Cooperative Agreements Held by Uber: • State of Utah (Regional): Supports rideshare and related mobility solutions. • Equalis Group – COG-2155B: Lead Agency: CCOG; covers rideshare and related mobility solutions. • Equalis Group – R10-1162B: Lead Agency: Region 10 ESC; supports catering services and online food delivery via Uber Eats.

69 Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
 Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
 Yes
 No

70 Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.
 All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

Yes
 No

71 Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

Yes
 No

7
2

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Ashley Jacober, Title: Head of Government Partnerships, Email: ashleyj@uber.com ,Phone: 702-595-6337; Marketing: Isabella Petr, Title: Demand Marketing Manager, Email: bella.loose@uber.com; Sales / Sales Support / Contracts: Sebastian Reszka, Title: Senior Government Manager, Email: sebastian.reszka@uber.com, Phone: 630-204-4195, Financial Reporting / Accounts Payable: Tamica Goldsmith, Title: Government Account Manager, Email: tamica@uber.com

7
3

Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Sebastian Reszka, Senior Government Account Executive, will serve as the program manager for this agreement, overseeing contract strategy, agency support, and internal alignment. He is supported by Ashley Jacober, Head of Government Partnerships, who provides executive sponsorship and overall quality assurance for public sector initiatives. Ashley's email is ashleyj@uber.com and her phone number is 702-595-6337. Uber has 3 distinct teams that focus on increasing market share in the government space. These teams bring experience managing and actively selling Uber’s delivery and mobility solutions to all government types— ranging from school districts, counties, and cities to federal agencies and similar cooperative purchasing organizations. Each of these teams provides full-service sales and account management support for public sector clients: • Uber’s core public sector team: Providing overall program management for Region 10 and Equalis, this team currently manages a wide-range of use cases in the state, local, and federal space, including for similar cooperative purchasing agreements and other large or complex programs. • Uber Transit: Exclusively works with city, county, and state transit agencies as well as universities for a range of mobility solutions and partnerships. • Uber Health: Partners with +4,000 entities, including government health departments and state transportation brokers to provide mobility and delivery solutions when HIPAA compliance is required.

7
4

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Today, Uber is a critical partner in the public sector, helping agencies nationwide address mobility needs. Over the next 5 years, Uber’s go-to-market teams plan to expand community programs for tailored transportation solutions supporting job interviews, healthcare, education, emergencies, ensuring equitable access; deepen university partnerships with safe ride programs; and capitalize on new business opportunities by leveraging successful cooperative agreements like Utah's for broader availability. The contract with OMNIA will be deployed across our public sector-focused sales teams to effectively communicate our partnership's value. Key marketing includes co-branded releases, website materials for both, internal seller training, national/regional conferences, networking, and market research. We will market this via our website, featuring the OMNIA partnership, and through targeted digital campaigns highlighting our collaboration to prospective public sector clients. Outbound email campaigns, announcing the OMNIA contract, will be deployed by our BDRs, creating continuous contact points.

**7
5 Explain in detail how Offeror 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.

Uber will manage the national program under the OMNIA Master Agreement through a dedicated team structure that ensures strategic oversight, consistent execution, and responsive support for participating agencies. Program Oversight: Sebastian Reszka, Senior Government Manager, will serve as program manager for this agreement, alongside Ashley Jacober, Head of Government Partnerships. Together, they currently manage Uber's cooperative agreements with Equalis Group and our Blanket Purchase Agreement (BPA) with the GSA, bringing proven experience in nationwide public sector program delivery. They will oversee contract execution, sales coordination, and high-level engagement throughout the term of the agreement. Contract Administration & Agency Onboarding: Uber will ensure timely setup of Participating Public Agencies via the Uber for Business Dashboard, using standardized onboarding and policy configuration processes. Tamica Goldsmith, Government Account Manager, will lead financial reporting, implementation, and ongoing administrative support. Dedicated Government Account Executives will support program adoption and agency outreach, with assistance from a dedicated Government PSS (Premium Support Specialist) who provides ongoing administrative guidance and issue resolution for agency users. Sales & Marketing Coordination: Marketing will be led by Isabella Petr, Demand Marketing Manager, and Alexandra Loscher, Events Marketing Manager. Together, they will drive campaign strategy, co-branded outreach, and representation at key government-sector conferences to build awareness and drive agency participation. Sales efforts will be aligned nationally and activated regionally through Uber's public sector team. Ongoing Program Management: Uber will maintain close coordination with Region 4 ESC and OMNIA Partners through quarterly business reviews, centralized reporting, and regular program updates. The Uber for Business Dashboard offers real-time visibility into activity, spend, and compliance, enabling transparency and performance tracking across all participating agencies.

**7
6 State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

Uber's government programs generated approximately \$23 million in public agency spend during the previous fiscal year. While much of this reflects our federal partnerships, we are seeing continued growth across state, local, and education agencies. Rather than listing a formal top 10, we can share that several of our largest public agency accounts last year included: San Diego County, City of Miami, New York State Medicaid, University of Alabama and UCLA.

**7
7 Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

No response

**7
8 Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

No response

**7
9 Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

No response

80 Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.

Yes

81 Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Yes

82 Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.

Yes

83 **Products/Pricing - Upload on Response Attachments Tab**

i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories.

- Complete the applicable Pricing information
 - o Provide equipment manufacturer, equipment types and discount off published list price.
 - o Define any freight charges.
 - o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.
 - o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D.

Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

84 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

85 **Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

Uber is available in over 10,000 cities globally, including all 50 U.S. states, territories, and more than 260 major U.S. markets, with a growing presence in suburban and rural areas.

8
6

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 primary go to market strategy for Public Agencies to supplier’s teams nationwide,

to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the OMNIA Partners team within first 90 days

Uber is committed to integrating the OMNIA Master Agreement as a key cooperative pathway for public agencies. Over the first 90 days following award, we will focus on internal education, strategic alignment, and readiness to support the national marketing plan. Our public sector team—already well-informed about this initiative—will be responsible for driving adoption from day one, leveraging our experience managing similar cooperative agreements. **DAYS 1–10: EXECUTIVE ALIGNMENT** Internal Announcement Ashley Jacober, Head of Government Partnerships, will share an internal communication introducing the OMNIA Master Agreement. The message will highlight Uber’s strategy for using the contract to support state, local, and education agencies and reinforce the public sector team’s central role in this effort. **DAYS 11–45: TEAM BRIEFINGS & CONTRACT FAMILIARIZATION** Education Sessions Sebastian Reszka, Senior Government Manager, will lead informational briefings for the public sector team and other key stakeholders. These sessions will provide an overview of OMNIA’s structure, use cases, and value proposition, and help align teams on how to position the contract during agency conversations. **OMNIA Collaboration** Uber will coordinate with OMNIA Partners to explore participation in a co-led training or knowledge-sharing session during this period to further support internal readiness. **DAYS 46–90: SALES ENABLEMENT & FIELD ACTIVATION** Enablement Materials A set of co-branded sales and outreach tools will be distributed—including one-pagers, overview slides, email templates, and FAQs—to support Uber’s public sector team as they engage with agencies. These materials will align with Uber’s external OMNIA landing page and broader outreach efforts to ensure consistent messaging across all touchpoints. **Performance Monitoring** Uber will begin tracking activity and interest tied to the OMNIA agreement to understand early adoption patterns and inform future sales support needs. This internal activation plan complements Uber’s external marketing strategy and ensures that our public sector team is fully equipped to promote and support the OMNIA Master Agreement across the country.

8
7

Provide a detailed ninety-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, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners’ website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Uber will execute a coordinated, cross-functional strategy to launch and promote the OMNIA Master Agreement nationally within the first 90 days of award. This plan is designed to maximize early visibility, promote adoption, and provide long-term positioning for success. **DAYS 1–30: CONTRACT LAUNCH & TEAM ENABLEMENT** Co-Branded Press Release Uber will collaborate with OMNIA Partners to create and distribute a press release announcing the agreement. The release will be shared through Uber’s internal and external channels and made available to OMNIA for distribution. Sales Enablement & Account Alignment Uber’s public sector team will receive targeted training on OMNIA’s structure and benefits. OMNIA-specific sales materials will be distributed, and internal workflows will be updated to track program performance. **DAYS 31–60: OUTREACH & DIGITAL LAUNCH** Dedicated OMNIA Landing Page Uber will publish a contract-specific webpage that includes: • OMNIA Partners logo • Summary of products and pricing • Master Agreement and amendments • Original RFP (with confidential information redacted or omitted) • Marketing collateral • Electronic link to OMNIA’s registration page • The email and toll-free number for OMNIA Co-Branded Marketing Materials Uber will finalize a suite of co-branded assets for distribution: • One-page overview • Introductory slide deck • Email templates • Digital and printable flyers for regional events **DAYS 61–90: EVENTS & NATIONAL AWARENESS** National Event Participation – NIGP Annual Forum Uber has already purchased a booth for the 2025 NIGP Annual Forum, though we are open to coordination with OMNIA Partners on booth location and joint promotion if awarded with adequate time ahead of the conference. Conference Calendar Planning Uber’s events team will confirm attendance at upcoming OMNIA-affiliated events (e.g., regional NIGP chapter meetings, cooperative summits) and begin planning for branded presence and content delivery. Launch of Case Studies and Testimonials Uber will begin development of the first agency spotlight or case study to highlight early adopters. These will be promoted across digital and print channels throughout the year. Ongoing Throughout the Agreement Term Uber will support continued promotion of the Master Agreement through: • Featured agency stories • Webinars and co-hosted learning sessions • Social media campaigns, press coverage, and regional promotions

8
8

GENERAL TERMS AND CONDITIONS

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

I certify compliance with this attribute.

89 DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer **MUST** be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

I certify compliance with this attribute.

90 FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

91 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

92 CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

I certify compliance with this attribute.

9 3 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
 Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

9 4 DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
 (1) requires an action or vote by the governing body; or
 (2) has a value of \$1 million or more; or
 (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

9
5**CONFLICT OF INTEREST QUESTIONNAIRE**

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

96 ENTITIES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

97 FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

98 FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I certify compliance with this attribute.

99 ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

100 CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.

I certify compliance with this attribute.

1
0
1

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC’s Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION B - Proprietary information marked

1
0
2

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

I certify compliance with this attribute.

1
0
3

CONTRACTING INFORMATION

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

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

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

1
0
4

ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I certify compliance with this attribute.

1
0
5

FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC 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.

I certify compliance with this attribute.

1
0
6

FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

I certify compliance with this attribute.

1
0
7

FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) Except as otherwise provided under 41 CFR Part 60, all 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), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

I certify compliance with this attribute.

108 FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity 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 (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

I certify compliance with this attribute.

109 FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

I certify compliance with this attribute.

110 FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

I certify compliance with this attribute.

1
1
1**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT**

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

I certify compliance with this attribute.

1
1
2**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION**

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

I certify compliance with this attribute.

**1
1
3 FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$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 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 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) 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.

(3) 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 representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

I certify compliance with this attribute.

**1
1
4 FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

I certify compliance with this attribute.

1
1
5

FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

1
1
6

FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"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" means 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.

I certify compliance with this attribute.

1
1
7

FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 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.

I certify compliance with this attribute.

**1
1
8** **FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

**1
1
9** **FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

**1
2
0** **FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

**1
2
1** **APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

**1
2
2** **COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I certify compliance with this attribute.

1 2 3	<p>INDEMNIFICATION</p> <p><u>Acts or Omissions</u> Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.</p> <p><u>Infringements</u> a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.</p> <p><u>Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity</u> a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
-------------	--

1 2 4	<p>EXCESS OBLIGATIONS PROHIBITED</p> <p>Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
-------------	--

1 2 5	<p>SUSPENSION AND DEBARMENT</p> <p>Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
-------------	---

1
2
6

CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

I certify compliance with this attribute.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER’S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER’S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT

This Uber for Business Dashboard Access Agreement (“**Agreement**”) is entered into and made effective as of the date of the last signature set forth below (“**Effective Date**”) by and between Uber Technologies, Inc., a Delaware corporation, located at 1725 3rd Street, San Francisco, CA 94158 (“**Uber**”) and the entity listed below (“**Agency**”).

Agency Information:

Agency Name:	[Counterparty Name]
Agency Address:	[Counterparty Address]
Agency Contact Name:	[Contact Name]
Agency Contact Email:	[Counterparty Email]

The parties agree as follows:

This Agreement states the terms and conditions under which the Agency may establish an Uber for Business corporate account (“**Corporate Account**”), which Uber makes available to the Agency through the Dashboard in connection with one or more U4B Products, as set forth herein. Agency’s access to and use of the Dashboard in connection with any U4B Product is subject to both this Agreement and each applicable Product Addendum, as defined herein. Capitalized terms used but not otherwise defined in the Agreement shall have the meanings ascribed to such terms in the applicable Product Addendum. The parties hereby agree as follows:

1. Definitions. The following terms, as may be used in the Agreement, shall have the meanings set forth below:

“**Affiliate**” means with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity, or the power to vote such voting equity, by contract or otherwise.

“**Authorized User**” means an individual authorized to (a) use and link to Agency’s Corporate Account and use Uber Services through their Uber Account; and/or (b) use Uber Services in connection with the applicable Product Addendum. All references to Authorized User(s) in the Agreement shall apply only if the Agency has agreed to the U4B Travel Product Addendum or the Uber Eats Product Addendum.

“**Agency Personal Data**” has the meaning ascribed to such a term in each Product Addendum.

“**Agency User**” has the meaning ascribed to such a term in the Uber Vouchers Product Addendum and/or the Uber Central Product Addendum, as may be the case. All references to “Agency User(s)” in the Agreement shall apply only if the Agency has agreed to the Uber Central Product Addendum or the Uber Vouchers Product Addendum.

“**Data Protection Law(s)**” means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (“**GDPR**”).

“**Driver**” means an independent third-party provider of on-demand ground transportation and/or logistics services using the Uber technology platform under license from Uber or its Affiliates.

“**End User Terms**” means the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

“**Personal Data**” means any information in connection with this Agreement that can reasonably be used to identify an individual, or that may otherwise be considered personal data.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

"Service Fee" shall mean the applicable service or access fees Uber may charge for certain features and functionality for Agency's use of the Uber Services, if any, as set forth in a Product Addendum or otherwise agreed to between Uber and Agency.

"Uber Account" means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account, which requires the entry of certain personally identifiable information and a personal credit card number, (iii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber's collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Account shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

"Uber App" means Uber's mobile applications or mobile websites that allow users to access and use Uber's products and services, as may be updated by Uber from time to time.

"Uber for Business or U4B" means Uber's suite of enterprise products, which allow business customers to access the Uber Services for business purposes.

"Uber Personal Data" means any information Uber provides to the Agency in connection with the Agreement relating to an identified individual or an identifiable individual or which can be reasonably used to identify an individual, or that may otherwise be considered "Personal Data" under applicable law. For the avoidance of doubt, Uber Personal Data shall include Dashboard Data, regardless of whether it is provided to the Agency via the Dashboard or otherwise.

"Uber Service" means Uber's virtual marketplace platform that, when used in conjunction with the Uber App, or the Dashboard, as applicable, serves as an intermediary between (a) Authorized Users, Agency Users, and Administrators who are looking for a certain type of service (including, without limitation, ground transportation, logistics, delivery, food purchases and related food delivery services), and (b) independent third-party providers of such services.

"User Charges" means charges incurred by Authorized Users, Agency Users, Voucher Recipients, or Administrators (on behalf of Agency Users), as may be the case, for use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

The terms **"controller"**, **"data subject"**, **"personal data"**, **"processing"** and **"processor"** as used in the Agreement have the meanings given in the GDPR.

2. U4B Products; Incorporation.

2.1 Agency may elect to utilize one or more Uber for Business products made available by Uber (each, an **"U4B Product"**). Agency may elect to utilize an U4B Product at any time during the Term, by executing a product addendum which includes the relevant additional U4B Product terms for each such U4B Product (in either instance, each a **"Product Addendum"**).

2.2 Agency's election to utilize a particular U4B Product neither obligates nor restricts the Agency from utilizing any other U4B Product. Any Product Addendum entered into by the parties is expressly incorporated into this Agreement.

3. Term and Termination. The Agreement begins on the Effective Date and continues for a period of [] year thereafter and may be renewed by mutual written agreement of the Parties (collectively, the **"Term"**), unless terminated earlier. Either party may terminate the Agreement or any Product Addendum at any time without cause upon providing thirty (30) days' written notice to the other party. Either party may terminate the Agreement or any Product Addendum at any time (a) in the event of a material breach by the other party that is not cured by the breaching party within thirty (30) days' of receiving notice of the breach from the non-breaching party, or (b) immediately upon notice to the other party in the event that the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law. Termination of one Product Addendum shall not terminate any other Product Addendum then in effect. The terms and conditions of this Agreement concerning outstanding payment obligations and indemnification shall survive termination.

4. Account Administration.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

4.1 Agency Dashboard and Access to U4B Products. Upon execution of the Agreement, Uber will establish the Agency's Corporate Account that will enable the Agency to access Uber's browser-based online dashboard for Uber for Business ("**Dashboard**"), which includes access to each U4B Product that an Agency has agreed to utilize through a Product Addendum. Uber's contact with the Agency shall include communicating with representatives the Agency designates as "administrators" through the Dashboard ("**Administrator**"). In addition to the features described in an applicable Product Addendum, the Dashboard will enable Agency to (a) access each U4B Product which Agency has accepted and agreed to utilize through a Product Addendum; (b) view detailed trip or other service information, which may include, depending on which U4B Product(s) Agency utilizes, without limitation, any Authorized User and/or Agency User's name together with trip status, pick-up and drop-off location, trip route, distance, duration, fare amount, service type, trip ID number, restaurant name, meal information, delivery location, delivery time, User Charges, expense memo, and Driver data (e.g. first name, telephone number, vehicle description and license plate) (collectively, "**Dashboard Data**"); (c) prepare and review activity reports using such Dashboard Data; (d) add and remove Administrators, (e) manage and update Agency's payment information; (f) review and manage payment statements, and (g) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Uber agrees to use commercially reasonable efforts to provide the Dashboard to the Agency as stated in this Agreement.

4.2 Administration. At all times, the Agency is responsible for maintaining an accurate list of Administrators. Agency may appoint additional Administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update as necessary, all information of the Administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials.

4.3 Authorized User and Administrator Updates. For managed rider programs, Agency is responsible for keeping and maintaining an accurate list of current Authorized Users, Agency Users, or Administrators authorized to bill User Charges to Agency's Corporate Account for each separate U4B Product. From time to time, Uber may review the Agency's list of Authorized Users, Agency Users and/or Administrators, as may be the case, via the Dashboard to maintain and support the Uber Service and to ensure Agency's compliance with the Agreement.

4.4 Responsibility for User Activity. Agency agrees that (a) Agency is solely responsible for all User Charges against Agency's Corporate Account, incurred by Authorized Users, Agency Users, and Administrators, regardless of whether any such charge was authorized, and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand as further described in the End User Terms. Further, Agency agrees that Uber shall not be responsible for User Charges incurred by Authorized Users, Agency Users and/or Administrators, after Agency has attempted removal of such Authorized User or Administrator from the Corporate Account to the extent Agency provides Uber with incomplete or inaccurate Authorized User or Administrator removal information via the Dashboard. Agency is responsible for User Charges incurred due to fraudulent or other unpermitted activity or use of the Corporate Account by an Authorized User, Agency User, Administrator, or another third party to access Uber Services. Agency must promptly notify Uber if it discovers fraudulent or unpermitted activity occurring under the Agency's Corporate Account. In the event Uber reasonably suspects that any fraudulent or unpermitted activity is occurring in connection with the Corporate Account, Uber reserves the right to suspend the Corporate Account until the event giving rise to the suspension has been cured to Uber's reasonable satisfaction.

4.5 Restrictions. Agency agrees to use the Uber Service, Corporate Account, Dashboard, and any of the services provided under an applicable Product Addendum solely as stated in this Agreement; provided, however, that in the event of a conflict between a Product Addendum and the Agreement with respect to Agency or any Administrator utilizing the Uber Service, the terms of this Product Addendum shall control, followed by the Agreement. Agency shall not, and shall not authorize others to (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Dashboard, Uber Service, or Uber App; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Dashboard, Uber Service, or Uber App to any unaffiliated third party; (c) reproduce, modify, or prepare derivative works based upon the Dashboard, Uber Service, or Uber App; (d) upcharge, increase, or otherwise modify the User Charges for any usage of the Uber Service; or (e) impose any additional fees or charges related to use of the Dashboard, Uber Service, or any of the services provided under an applicable Product Addendum. Uber reserves all rights not expressly granted under the Agreement.

4.6 Violations. Agency acknowledges that Uber may suspend or ban any Authorized Users or Agency Users from use of the Uber Service due to future or past violations of the End User Terms ("**Violations**"), and that Uber shall have no obligation or liability to Agency related to any such suspension or ban of an Authorized User or Agency User. In the event that Uber suspends or terminates an Authorized User's or Agency User's Uber Account pursuant to the End User Terms, Uber shall also suspend such Authorized User or Agency User from utilizing Uber Services under all of the Product Addenda. Furthermore, Uber reserves the

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

right to immediately suspend an Authorized User's or Agency User's Uber Account due to (a) an invalid payment card on their Uber Account, or (b) a rejected Agency Card transaction that was initiated through their Uber Account. Uber reserves the right to suspend Agency's use, and the use by Authorized Users or Agency Users where applicable, of Uber for Business and the products set forth in any applicable Product Addendum for violations of this Agreement or any applicable Product Addendum.

4.7 Territory. This Agreement is not restricted by country, unless otherwise specified in a Product Addendum.

5 Driver Verification and User Safety Policies. Uber is responsible for contracting terms with Drivers to provide transportation or other services. For clarity, the term "Uber" as used in this Agreement does not include Drivers. The following shall apply, unless the transportation services are provided by a third-party taxi or other entity in circumstances where the third party, not Uber, is responsible for Driver screening and vehicle standards:

5.1 Screening Standards. Uber will use best efforts to review a prospective Driver's motor vehicle and/or criminal records where such records are readily available and reliable, and where it is legally permissible for Uber to obtain them. The screening standard applied shall conform to all applicable laws pertaining to the screening of such Drivers, as well as Uber's then-current screening practices on the Uber systems and in the relevant jurisdiction.

5.2 Screening Information. During the course of the screening process the following information shall be collected and maintained (unless such information should not be maintained due to privacy considerations or other applicable law) in accordance with Uber's then-current practices: (a) full name; (b) date of birth; (c) driver's license number (does not apply to non-automotive Drivers); and (d) copy of driver's license (does not apply to non-automotive Drivers).

5.3 Vehicle Standards. In accordance with its business needs and procedures (which are subject to change in Uber's reasonable discretion), Uber shall undertake reasonable efforts to ensure that Drivers (excluding those providing delivery services without an automobile) at all times use vehicles that are suitable for providing transportation services, and maintained in good operating condition.

6 Billing.

6.1 User Charges. All User Charges shall be paid in the ordinary course of use of the Uber Services through the payment card associated with the applicable Corporate Account, as the case may be, at the end of each Authorized User's or Agency User's trip, or, according to batched billing, in which Uber will charge Agency's payment method or issue an invoice to the Agency for User Charges that have accrued during a certain period (e.g., daily, weekly, or another period shorter than a month) ("**Batched Billing**"), unless Agency participates in Monthly Billing, in which case Agency shall pay such User Charges pursuant to Section 6.2 below.

6.2 Monthly Billing. Agency may elect to pay for User Charges and any other charges referenced in the Product Addenda on a monthly basis incurred in connection with the applicable ("**Monthly Billing**"). If the Agency participates in Monthly Billing, Uber will bill the Agency for all User Charges incurred for the applicable U4B Products on a monthly basis (each, a "**Monthly Statement**"). Agency shall pay each Monthly Statement in full within thirty (30) days of receipt of such Monthly Statement. Agency may provide and maintain during the Term in connection with its Corporate Account a valid Agency credit card number (the "**Agency Card**") that may be charged as set forth in the applicable Product Addendum. When creating the Corporate Account, the Agency may choose to use either an Agency Card, ACH, or wire transfer as the payment method for paying Monthly Statements.

6.3 Currency. All User Charges shall be processed in the local currency applicable to the territory of the Authorized User's and/or Agency User's applicable receipt for the Uber Service, except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Each party shall be responsible for its costs and expenses associated with its performance under the Agreement or any Product Addendum.

6.4 Disputed Payments. If Agency believes that it has been billed for charges that it should not have been charged ("**Disputed Charge Event**"), Agency shall notify Uber in writing within seven (7) days. The parties shall work in good faith to review the charges within thirty (30) days of the Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed charges that the Agency should not have been charged, Uber shall remove such charge from the Agency's account.

6.5 Account Suspension. In the event of any undisputed outstanding User Charges or any other charge referenced in the Product Addenda due on a past Monthly Statement, Uber reserves the right to immediately suspend the Agency's account. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting Agency to applicable credit

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

reporting agencies, in the event of any unpaid User Charges or any other charges referenced in the Product Addenda. Reestablishing an Agency account shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at the maximum allowed by applicable law.

7 Proprietary Rights.

7.1 License to Marks; Restrictions. The term "**Marks**" shall mean the trademarks, service marks, trade names, logos, slogans, designs, social media or other handles, hashtags, and other identifying symbols and indicia of a party ("**Licensor**"). Each party hereby grants to the other party ("**Licensee**"), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor's Marks only as expressly permitted by the other party in writing in each instance and only in relation to this Agreement. All use of a Licensor's Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to Licensee's use of Licensor's Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

7.2 No Development. EACH PARTY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY SHALL DEVELOP ANY TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PROPERTY FOR THE OTHER PARTY PURSUANT TO THE AGREEMENT. The parties shall enter into a separate written agreement, as necessary, to govern any development activities relating to any technology, content, media, or other intellectual property prior to the commencement of any such activities.

7.3 Ownership. Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to Agency or any proposed or current Authorized User in connection with the Agreement.

7.4 No Publicity. Other than as expressly set forth herein, neither party may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance.

8 Confidentiality.

8.1 Definition of Confidentiality. The term "**Confidential Information**" shall mean any confidential or proprietary business (whether marked "confidential" or not), technical or financial information or materials of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. Confidential Information shall also include information that would reasonably be understood to be confidential to the Disclosing Party. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

8.2 Restrictions. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under the Agreement, and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute Agency's Confidential Information and Uber may not (i) sell or otherwise publicly disclose any such Linking Data, or (ii) use any such Linking Data for any purpose that is detrimental or harmful to Agency.

8.3 Confidential Information Security. Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. Uber shall comply with the then-current version of the Payment Card Industry Data Security Standard

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

("PCI-DSS") and Uber and its designated payment service provider will remain PCI-DSS certified and compliant at all times during the Term of the Agreement.

9 Security and Data Transfers.

9.1 Security. Uber shall implement appropriate technical and organizational measures to protect Agency Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. Agency shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure (each instance, a "**Information Security Incident**"). Agency shall, without undue delay, but no greater than twenty-four (24) hours after, notify Uber in the event that Agency learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. Such notice shall be sent to the Uber persons or team designated to receive notices under the Main Agreement; and (2) via email to vendorsecurity@uber.com. This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised Personal Data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, Agency shall (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Incident occurs as a result of an act or omission of Agency, and if Uber determines that notices (whether in Uber's or Agency's name) or other remedial measures are warranted, Agency shall, at Uber's request and at Agency's cost and expense, undertake the aforementioned remedial actions.

9.2 Data Transfers. To the extent the Agreement involves the transfer of Dashboard Data in the EEA to a jurisdiction outside the EEA, which has not been recognized by the European Commission as providing an adequate level of data protection, the parties agree that the Standard Contractual Clauses, as specified on <http://t.uber.com/exhibita> ("**Exhibit A**"), shall apply with respect to such Dashboard Data. In relation to restricted transfers of Dashboard Data that is protected by the UK GDPR from the United Kingdom to a jurisdiction which does not benefit from adequacy regulations pursuant to the UK GDPR, Exhibit A shall apply subject to the terms of the "UK Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A (1) of the United Kingdom Data Protection Act 2018 ("**UK Addendum**"). Such UK Addendum shall be deemed executed and completed between Agency and Uber using the information contained in Exhibit A.

10 Insurance.

10.1 During the Term, Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

10.1.1 Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$5,000,000) per occurrence and two million dollars (US\$5,000,000) in the aggregate for bodily injury and property damage.

10.1.2 Workers' Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

10.1.3 Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$5,000,000) each accident combined with a single limit.

10.1.4 Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability for (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than five million dollars (US\$5,000,000) per occurrence.

10.2 At the request of the Agency, Uber shall furnish the Agency with a certificate of insurance showing coverage as set forth herein. Agency shall be covered as an additional insured on the auto and general liability policies under a blanket endorsement.

11 Warranties; Disclaimer.

11.1 Mutual Warranties. Each party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations under the Agreement and any applicable Product Addenda, (b) such party's acceptance of the Agreement, as well as such party's performance of the obligations set forth in the Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is in compliance and shall remain in compliance during the Term, with all

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

applicable laws, rules and regulations, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security applicable to the performance of its obligations hereunder, (d) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, and (e) such party's Marks as provided by such party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

11.2 Agency Warranties. Agency represents and warrants that (a) Agency has all rights and legally adequate consents, where necessary, to provide Uber with the Agency Personal Data and any other information provided to Uber hereunder; (b) Agency will use Dashboard Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes; (c) Agency will only share and provide access to Dashboard Data to Agency personnel who have a business need to access such Dashboard Data; (d) Agency will not disclose Dashboard Data to any third party, unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein; (e) Agency will not rent or sell Dashboard Data for any purpose not authorized by Uber; and (f) Agency will not disclose Dashboard Data nor disclose Uber's pricing or fares associated with Dashboard Data to a competitor of Uber.

11.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, AND UBER APP, "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DASHBOARD, UBER SERVICE, OR UBER APP WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE DASHBOARD, UBER SERVICE, OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE DASHBOARD, UBER SERVICE, UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION, DELIVERY, AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION, DELIVERY, OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION, DELIVERY, OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION, DELIVERY OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

12 Indemnification.

12.1 To the extent permitted by applicable law, each party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other party (the "**Indemnified Party**"), its Affiliates and their respective directors, officers, employees, consultants, agents, successors and assigns from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third-party claim, suit, action, or proceeding arising out of or related to (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement and any applicable Product Addendum, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party.

12.2 The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at the Indemnifying Party's expense.

13 Limits of Liability.

13.1 OTHER THAN WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM, (ii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 8 HEREIN (CONFIDENTIALITY), (iii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE REPRESENTATIONS OR WARRANTIES IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM, (iv) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 7 HEREIN (PROPRIETARY RIGHTS), OR (v) OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UBER OR AGENCY BE LIABLE: (A) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND, (B) UNDER THE AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE LAST TWELVE (12) MONTHS PAID BY AGENCY.

13.2 Each Party acknowledges that the foregoing limitations are an essential element of the agreement between the parties, and that in the absence of such limitations, the terms set forth in the Agreement would be substantially different.

14 General.

14.1 Entire Agreement. The Agreement contains the entire agreement between the parties related to the subject matter hereof and supersedes all prior and contemporaneous understandings or agreements, whether oral or written, prior to or on the Effective Date.

14.2 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice or conflict of laws provision. Any dispute, controversy, or any claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach termination or validity thereof, including, without limitation, this arbitration clause, must be solely and finally settled by confidential arbitration in Dover, Delaware, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. An award rendered in connection with arbitration pursuant to this section shall be final and binding upon the parties, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. No provision of this subsection limits the rights of a party to the Agreement to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. Neither party has the right to arbitrate on a class action basis any dispute, controversy, or claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach, termination, or validity thereof, including, without limitation, this arbitration clause.

14.3 Affiliates. The parties hereby acknowledge and agree that Agency and each of its Affiliates may utilize the same Dashboard and any of the services provided under a Product Addendum upon execution of the Agreement and the applicable Product Addendum. Any such Affiliate shall be bound by all of the terms and conditions applicable to Agency under the Agreement, and entitled to all rights and protections afforded Agency under the Agreement, provided, however, Agency shall continue to bear legal responsibility for all acts or omissions of such Affiliate. The parties further acknowledge and agree that any services to be rendered under this Agreement and any applicable Product Addendum may be performed by Uber directly, or by any of Uber's Affiliates.

14.4 Notices. Any notice required or permitted to the parties under this Agreement will be deemed to have been duly given only if in writing and delivered: by certified U.S. mail with return receipt requested, by overnight courier with postage prepaid, or by hand delivery, to the address of the receiving party as set forth below, to the attention of the persons designated below for the receiving party. Notices will be deemed received five (5) business days after being mailed by U.S. mail or the next business day if delivery is via overnight courier, or the same business day if delivery is by hand delivery during a business day before 5:00 PM or the next business day if not during a business day before 5:00 PM. All notices to Agency shall be delivered to the address referenced on the first page of the Agreement. All notices to Uber shall be provided to Uber Technologies, Inc., 1725 3rd Street, San Francisco, CA 94158 Attn: Legal Department – Uber for Business. Either party may change its notice address by providing written notice of such change to the other party in conformity with this section.

14.5 Force Majeure. Nonperformance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, pandemic, other natural disaster, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (“**Force Majeure Event**”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the Agreement.

14.6 Severability. If any provision or provisions of the Agreement, including any Product Addendum in whole or in part, is determined to be invalid, illegal or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions and/or Product Addenda shall not in any way be affected or impaired thereby.

14.7 Assignment. The Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign the Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER’S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER’S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

may assign the Agreement, including any Product Addenda, to an Affiliate without notice or the prior written consent of Agency. Subject to the foregoing, the Agreement shall be binding upon all successors and assigns of a party.

14.8 Attorney’s Fees. In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing the Agreement.

14.9 Headings. Section headings are for convenience only and shall not be considered in the interpretation of the Agreement.

14.10 Independent Contractor. Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

14.11 Non-Discrimination. Agency shall not, in its use of the Uber Service or any U4B Product under the Agreement, discriminate against any Authorized User, Agency User, employee, volunteer, or participant, or individual on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability, or age except that programs may target beneficial services for specific participant groups, as agreed upon between Uber and Agency. Agency acknowledges and agrees that upon Uber’s receipt of evidence of Agency’s discrimination under any of these categories, Uber shall have the right to immediately terminate the Agreement following notice to Agency.

14.12 Waiver. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party’s right to enforce such provisions or exercise such option.

14.13 Counterparts. The Agreement may be executed in counterparts and in any format, including electronically delivered versions thereof, each of which shall be deemed to be an original and shall fully bind each party who has executed it, but all such counterparts together shall constitute one and the same agreement.

The Agreement consists of the Agreement and any Product Addenda incorporated into the Agreement. An authorized representative of each party has caused the Agreement to be duly executed as of the Effective Date.

UBER TECHNOLOGIES, INC.

AGENCY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

**UBER CENTRAL PRODUCT ADDENDUM
TO THE
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This Uber Central Product Addendum (the “**Product Addendum**”) to the Uber for Business Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [Counterparty Name] (“**Agency**”) and Uber Technologies, Inc. (“**Uber**”) as of the date of the last signature set forth below (“**Product Addendum Effective Date**”). The Product Addendum is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an Agency may utilize the Dashboard to enable and use Uber Central. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Central.

- 1. Definitions.** The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

“**Active User**” means an individual (i) with an active Uber Account, or (ii) who has otherwise registered with Uber and accepted the End User Terms.

“**Agency User**” means an Active User or Guest User.

“**Designated Recipient**” means an individual authorized by an Agency User to provide information to Uber and receive notifications from Uber, including but not limited to through SMS messages, regarding such Agency User’s trip.

“**Guest User**” means an individual who is not an Active User.

“**Uber Central**” means the Uber for Business product that, in connection with Uber’s technology systems, enables the Agency to request rides, or deliveries through Uber Connect when available, on behalf of Agency’s customers, clients, or other authorized individuals.

- 2. Provision of Services to Agency.**

2.1 Access to Services. Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable the Agency to access Uber Central via the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable Agency to (a) request rides on behalf of Agency Users, and (b) view monthly statements setting forth trips requested on behalf of Agency Users. Agency expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by Agency, but by independent third-party providers. Agency acknowledges that Agency will incur User Charges to the account of Agency, and not to the applicable Agency User’s personal Uber user account or credit card.

2.2 Active Users; Guest Users; Designated Recipients.

2.1.1. Prior to requesting the Uber Service on behalf of any Agency User, Agency shall obtain from the Agency User and submit to Uber the following information with respect to such Agency User: (a) first and last name, (b) active telephone number, (c) pick-up and drop-off location; and (d) pick-up time and other optional trip related data (e.g. billing code, trip purpose, and message to Drivers) (collectively, “**Agency User Data**”), in order to permit Uber to confirm whether such Agency User is an Active User or is a Guest User. Agency shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to Agency, any Agency User or any other party with respect to inaccurate or incomplete Agency User Data supplied to Uber by Agency.

2.1.2. Agency shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom Agency requests the Uber Service. Uber shall have no responsibility for contacting or providing messaging of any sort pursuant to this Product Addendum to any individual who is not an Active User.

2.1.3. Agency may provide to Uber the name and phone number of Designated Recipient(s) in order for Uber to provide notifications and detailed trip information, including real-time trip status, regarding an Agency User’s trip, to such Designated Recipient, including via SMS. Uber shall not be liable to Agency, any Agency User, any Designated

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

Recipient, or any other party with respect to inaccurate or incomplete information supplied by Agency related to any Designated Recipient.

3. Privacy.

3.1. Definitions. "Agency Personal Data" means information provided by the Agency to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by an Active User.

3.2. Roles of Parties. Each party is an independent controller of the Agency Personal Data and Uber Personal Data. Agency will provide Agency Personal Data to Uber, for the provision of the services as described in this Product Addendum. Agency will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

3.3. Compliance with Data Protection Laws. Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of Personal data (which includes Agency Personal Data and Uber Personal Data).

3.4. Data Restrictions.

3.4.1. Agency Restrictions. Agency agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to Agency's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. Agency will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

3.4.2. Uber Restrictions. Uber agrees that Uber shall use or disclose Agency Personal Data as necessary to provide the Uber Service or as required under applicable laws or regulations. Uber shall limit access to Agency Personal Data solely to Uber and its Affiliates' directors, officers, employees, consultants, or agents who have a legitimate business need to access such Agency Personal Data.

4. Effect of Termination. All outstanding payment obligations and Sections 1, and 3 - 4 of this Product Addendum shall survive the termination of this Product Addendum.

5. Warranties.

5.1. In addition to the warranties set forth in the Agreement, Agency represents and warrants that Agency will inform and obtain all necessary rights, permission and legally adequate consent from Agency Users (x) to share such Agency User's personal data with Uber, (y) to receive SMS messages or automated calls from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum, and (z) for Uber to provide Agency and any Designated Recipients with detailed trip information, including real-time trip status, for the trips charged to Agency's Corporate Account. Agency also represents and warrants that Agency will inform and obtain all necessary rights, permission and legally adequate consent from Designated Recipients (i) to share such Designated Recipient's personal data with Uber and (ii) to receive SMS messages from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum. Agency acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of Guest Users. Any such election is at Agency's sole discretion, and, in addition to Agency's indemnity obligations under the Agreement, Agency therefore will indemnify, defend and hold harmless Uber, its Affiliates and its and their directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action or proceeding arising out of or related to the use of the Uber Service by any Guest User.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

UBER TECHNOLOGIES, INC.

AGENCY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

**UBER VOUCHERS PRODUCT ADDENDUM
TO THE
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This Uber Vouchers Product Addendum (the "**Product Addendum**") to the Uber for Business Dashboard Access Agreement (the "**Agreement**") is entered into by and between [Counterparty Name] ("**Agency**") and Uber Technologies, Inc. ("**Uber**") as of the date of the last signature set forth below ("**Product Addendum Effective Date**"). This Product Addendum is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an Agency may utilize the Dashboard to enable and use Uber Vouchers. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Vouchers.

- 1. Definitions.** The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

"**Community Guidelines**" means the guidelines available at <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=united-states&lang=en>, as may be amended from time to time by Uber in its sole discretion.

"**Voucher Recipient**" means an individual that receives one or more Uber Vouchers sent or requested by the Agency. Voucher Recipients are Agency Users.

"**Design Guidelines**" means the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion pursuant to which Agency may use the Uber Trademark as set forth herein.

"**Program**" means an event or series of events for which the Agency wants to provide a Voucher Recipient with an Uber Voucher in order to use the Uber Service.

"**Redemption Value**" means the maximum amount for which a Voucher Recipient may utilize any single Uber Voucher to receive a full or partial payment for User Charges pursuant to this Product Addendum.

"**Uber Voucher**" means a promotional code or link generated by Agency through the Dashboard that, when validly applied, allows an individual with an active Uber Account to receive a partial or full payment by Agency for User Charges up to the amount of the applicable Uber Voucher, subject to (a) any utilization requirements and limitations established by Agency, (b) the terms of this Product Addendum, and (c) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

"**Utilization Amount**" means the exact dollar amount of an Uber Voucher a Voucher Recipient utilized for User Charges and is a "Fee" as defined in the Agreement.

- 2. Access to Services.** Upon execution of this Product Addendum and mutual agreement on the Scope of Work at Exhibit 1, Uber will use commercially reasonable efforts to enable the Agency to access Uber Vouchers via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable Agency to (a) create and/or distribute Uber Vouchers in accordance with the terms of the Agreement; (b) view and pay Monthly Statements; and (c) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Agency expressly acknowledges and agrees that any and all transportation services provided to Voucher Recipient are provided neither by Uber nor by Agency, but by independent third-party transportation and delivery providers. It is the Agency's sole responsibility to keep and maintain an accurate list of current Voucher Recipients to receive and utilize Uber Vouchers.
- 3. Utilization Amount.** Upon redemption of an Uber Voucher by a Voucher Recipient or according to Batched Billing, Uber shall charge Agency the Utilization Amount of each such Uber Voucher, unless Agency participates in Monthly Billing, in which case Agency shall pay for the Utilization Amount pursuant to Section 6.2 of the Agreement. If the User

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

Charges exceed the Uber Voucher value for an individual Voucher Recipient's transaction, Uber shall charge the balance to such Voucher Recipient's payment method on file in their Uber Account.

4. Uber Vouchers.

4.1. Creating Uber Programs and Uber Vouchers; Limitations.

4.1.1. Agency may create Programs within the Dashboard, which will generate Uber Vouchers for the Agency to distribute to Voucher Recipients. Uber shall run such Programs only in the countries where Uber makes Uber Vouchers available to the Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of the Programs.

4.1.2. Agency may elect to either create a Program with: (a) a single Uber Voucher to distribute to all Voucher Recipients (a "**Single Code**"); or (b) individualized Uber Vouchers that Agency can distribute to each Voucher Recipient, which are limited to one (1) code per Voucher Recipient, and can only be used by the first Voucher Recipient who redeems the code (each an "**Individualized Code**"). Agency acknowledges and agrees that (a) Single Codes and Individualized Codes may not be used as intended if a Voucher Recipient shares the code with anyone other than a Voucher Recipient, (b) Uber has no way to prevent and bears no responsibility for such sharing or non-intended use, and (c) all of Agency's obligations under this Product Addendum apply no matter who redeems an Uber Voucher under this Product Addendum.

4.1.3. Single Codes. For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, Agency must clearly and conspicuously disclose to each Voucher Recipient (i) that use of the code is not guaranteed, and (ii) the material terms and conditions of each Single Code. Agency acknowledges and agrees that: (i) a Single Code may be used by individuals (including those who are not Voucher Recipients) Agency did not intend to target, but Agency will be financially responsible for the number of times the Single Code is used to access the Uber Service; and (ii) for any individual that tries to access a Single Code after the usage limitations have been met, Uber will direct such individual to contact Agency about such Single Code. Notwithstanding anything to the contrary, Agency acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive a Single Code but were unable to utilize such Single Code, or (ii) Agency for Uber's non-fulfillment of the Single Code as a result of usage limitations set by Agency.

4.1.4. Individualized Codes. For any Program that utilizes Individualized Codes, Agency bears responsibility to correctly deliver such codes to Voucher Recipients and to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Voucher Recipient. Agency acknowledges and agrees that for any individual that tries to access an Individualized Code after such code has expired, Uber will direct such individual to contact the Agency about such Individualized Code. Notwithstanding anything to the contrary, Agency acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive an Individualized Code but were unable to utilize such Individualized Code, or (ii) Agency for Uber's non-fulfillment of the Individualized Code as a result of usage limitations set by Agency.

4.1.5. Uber Delivered Vouchers. In addition to creating Programs under this Product Addendum, Agency may choose to create an Uber Voucher for a specific Voucher Recipient by (i) requesting that Uber deliver such Uber Voucher to the Voucher Recipient via SMS message or by another agreed upon delivery method such as email (each an "**Uber Delivered Voucher**"), and (ii) providing to Uber such Voucher Recipient's first name and last name, as well as phone number and/or email address. Prior to creating an Uber Delivered Voucher, Agency shall obtain consent from the Voucher Recipient and submit to Uber the following information with respect to such Voucher Recipient: (a) first and last name, (b) active telephone number and/or email address, (c) and all information related to the Uber Voucher (collectively, "**Voucher Recipient Data**"), in order for Uber to deliver such Uber Voucher to the user via SMS message, email, the Uber App, or by another delivery method. Agency shall ensure that any Voucher Recipient Data Agency provides to Uber is accurate and complete, and Uber shall not be liable to Agency, any Voucher Recipient, or any other party with respect to inaccurate or incomplete data supplied by Agency.

4.2. Uber Voucher Limitations. Agency shall ensure the maximum aggregate Redemption Value of Uber Vouchers that Agency has outstanding at any given time during the Term shall not exceed the credit amount approved by Uber for

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

Agency's Batched Billing or Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different aggregate Redemption Value of Uber Vouchers. Each Uber Voucher created by Agency shall: (a) expire no later than twelve (12) months following the date on which Agency created the Uber Voucher; (b) have a minimum Redemption Value, as specified in the Dashboard, for each country in which Agency creates an Uber Voucher; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be feasibly usable for the Voucher Recipient receiving such Uber Voucher (e.g., a Voucher Recipient cannot be located in New York, New York and receive a code that is only valid in San Francisco, California).

4.3. Restrictions of Use. Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, Driver, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Uber Account without first disclosing all of the disclaimer set forth in Section 4.5.3 below.

4.4. Modification or Cancellation of Uber Vouchers. After Agency creates a Program, Agency may only: (a) update a Program to make such Program's restrictions and/or value more permissive if the Uber Voucher has not yet been distributed to Voucher Recipients; or (b) cancel a Program in its entirety, in which case Agency shall immediately notify all Voucher Recipients that (i) such Program is canceled, and (ii) Agency, and not Uber, decided to cancel the Program. Any such notification shall be subject to Uber's prior written approval. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (a) Agency remains financially responsible to Voucher Recipients who received an Uber Voucher from Agency, whether or not the Voucher Recipient used such Uber Voucher before Agency modified or canceled the Program; and (b) that if an individual is unable to use an Uber Voucher for any such modified or canceled Program, Uber will direct such individual to contact Agency about any modification or cancellation issues. Notwithstanding anything to the contrary, Agency acknowledges and agrees that in no event will Uber be liable to: (a) Voucher Recipients who received an Uber Voucher, but were not able to use such Uber Voucher following Agency's modifications to or cancellation of the Program by Agency, or (b) Agency for Uber's non-fulfillment of the Uber Voucher as a result of a modifications to or cancellation of the Program by Agency.

4.5. Marketing and Messaging Related to Uber Vouchers.

4.5.1. Marketing Guidelines. At all times during the Term, Agency shall follow the marketing guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, which Uber may update from time to time in its discretion, and any other marketing guidelines the parties have agreed to that the parties have agreed to.

4.5.2. Agency Delivery of Uber Vouchers to Voucher Recipients. In the event Agency is delivering Uber Vouchers to Voucher Recipients, Uber will deliver Uber Vouchers to Agency in the form of code links, that Agency may deliver to Voucher Recipients via email or, if Agency has obtained legally-adequate consents under the Telephone Consumer Protection Act ("TCPA"), short message service ("SMS") message. In the event that Agency delivers such Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. In the event that Agency delivers any Uber Vouchers via SMS message, Agency shall ensure that it has affirmative legally-adequate written consent from all Voucher Recipients to send them such messages and will make clear in all such messages that they are being sent by Agency (as opposed to Uber). Agency shall not deliver or attempt to deliver any Uber Vouchers through a public-facing or accessible website/page or via social media.

4.5.3. Uber Vouchers Disclaimer. Agency shall ensure that any delivery or distribution by Agency of an Uber Voucher to a Voucher Recipient, or any communication related thereto, shall include a prominent disclaimer notifying the Voucher Recipient that: (a) such Uber Voucher may only be redeemed for specific types of rides requested via Uber's mobile application; (b) such Uber Voucher is subject to a specific, defined expiration date; (c) such Uber Voucher is subject to specific, defined geographic restrictions; (d) such Uber Voucher is subject to a specific, defined maximum Redemption Value; (e) such Uber Voucher cannot be redeemed for goods or services outside of the Uber App; (f) once redeemed by a Voucher Recipient, any Uber Voucher value is not transferable to other Uber accounts, users or products; (g) Voucher Recipient and Agency will not receive any value or credit for any unused portions of such Uber Voucher; and (h) such Uber Voucher has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for use with a Single Code: "Limited Availability. No cash value. One-time use only. Maximum discount of \$[#] per redemption. Maximum of [#] [trips] per account. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber App prior to requesting

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

the intended [trip]. Uber Voucher valid [DATE], [TIME], through [DATE], [TIME] [or, if applicable: Uber Voucher valid between [TIME] and [TIME] on [DATE]]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher is only valid for trips placed using [add any vehicle or other restrictions as applicable]. Taxes and other fees will be covered provided that the value of the Uber Voucher is greater than the total order amount. Offer is non-transferable, subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to [YOUR AGENCY NAME] at [INSERT YOUR AGENCY CONTACT INFO]." Agency shall add at the beginning of the above pre-approved disclaimer paragraph the following for use with an Individualized Code: "Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferable."

4.6. Uber Account Required.

4.6.1. Active Uber Account Required. Agency acknowledges and agrees that before a proposed individual Voucher Recipient can utilize an Uber Voucher pursuant to this Product Addendum, such proposed Voucher Recipient must have an active Uber Account to activate such Uber Voucher.

4.6.2. Restrictions. In addition to the restrictions set forth in Section 4 of the Agreement, Agency shall not, and shall not authorize others to modify or alter any Uber Voucher as created pursuant to this Product Addendum.

5. Uber Voucher Usage.

5.1. Uber Vouchers must be used by the recipient for personal use and cannot be resold by the recipient. Any additional marketing or advertising of the voucher by the recipient must comply with the terms of this Agreement.

5.2. Agency is responsible for lost, stolen, or misused Uber Vouchers unless otherwise required by law.

5.3. Uber reserves the right to close or suspend Agency's Corporate Account, or any Voucher Recipient's Uber Account, adjust balances and/or request alternative forms of payment if Uber determines, in its sole discretion, that any Uber Voucher issued hereunder is or has been fraudulently obtained or used.

5.4. Uber may cease offering the Uber Vouchers product at any time and for any reason.

6. Intellectual Property.

6.1. Use of Uber Marks; Guidelines. Any use by the Agency of Uber Marks hereunder shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Design Guidelines. Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks.

6.2. Inspection of Records. During the Term, Uber may request in writing that Agency provide to Uber all of Agency's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, any of its Affiliates, or any other third party sent to Voucher Recipients in connection with an Uber Voucher) that include the Uber Trademark (collectively, the "Records"). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber's request for any such Records. In the event Uber, in its sole discretion, determines the Agency has not met its obligations with respect to the Uber Trademark as set forth in this Product Addendum, then Uber may terminate this Product Addendum and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve, and shall cause all of its Affiliates to preserve, all of the aforesaid Records for a period of at least two (2) years from the termination or expiration of this Product Addendum.

7. Warranties. In addition to the warranties set forth in the Agreement, Agency represents and warrants that: (a) Agency shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder; (b) as it relates to Agency's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion, and any other forms of communication regarding the Uber Vouchers, Agency will (i) comply with the Design Guidelines, the Uber Voucher Marketing Guidelines, Community Guidelines, and all applicable law (including, without limitation, CAN-SPAM and TCPA); and (ii) ensure that any such marketing, promotion, or other form of communications does not harm the goodwill or reputation of Uber; (c) Agency is responsible for the full cost of all Uber Vouchers used,

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

whether or not used as intended by Voucher Recipients or others; (d) if Agency modifies or cancels a Program, Agency remains responsible for the full cost of all Uber Vouchers distributed, whether or not used by Voucher Recipients; and (e) Agency will inform and obtain all necessary rights, permission, and legally-adequate consent from Voucher Recipients: (i) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (ii) for Uber to provide Agency with detailed trip information, including real-time trip status, for any trips such Voucher Recipient takes using the Uber Voucher created by Agency.

8. Privacy and Security.

8.1. Definitions. "Agency Personal Data" means information provided by the Agency to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by a Voucher Recipient.

8.2. Roles of Parties. Each party is an independent controller of the Agency Personal Data and the Uber Personal Data. Agency will provide Agency Personal Data to Uber, for the provision of services as described in this Product Addendum. Agency will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

8.3. Lawfulness. Agency agrees to inform, and have an applicable legal basis to process personal data, and, where necessary, obtain consent from each Voucher Recipient: (a) to provide the Voucher Recipient's personal data to Uber; (b) for Uber to provide Agency with detailed information on, and real-time trip status of, the rides or meals charged to Agency's Corporate Account; and (c) to receive SMS messages and emails from Uber, and for Uber to otherwise contact each Voucher Recipient for the purpose of providing the Uber Service or to provide any communications pursuant to the Agreement.

8.4. Data Restrictions.

8.4.1. Agency Restrictions. Agency agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to Agency's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. Agency will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

8.4.2. Uber Restrictions. Uber agrees that Uber shall only use or disclose Agency Personal Data for the purposes described in this Agreement.

8.5. Compliance with Data Protection Laws. Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of Personal Data.

8.6. Public Records Laws. Uber acknowledges that Agency may be subject to applicable public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in the Freedom of Information Act or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

8.7. Nonpublic Information. If Agency mistakenly, inadvertently or inappropriately obtains access to any personal data related to an Uber Voucher or the Uber Services utilized by a rider or other Uber user in connection with this Product Addendum, Agency shall immediately notify and return it to Uber (and shall cause its Representatives to do the same). Agency shall not (i) copy, duplicate or otherwise reproduce or retain any portion of any personal data in any form or manner

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER’S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER’S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

whatsoever, nor permit any of its Representatives to do so, nor (ii) enhance any database or any other files or other media by using any personal data.

9. Indemnification.

9.1. In addition to Agency’s indemnity obligations under the Agreement, Agency will also indemnify, defend and hold harmless Uber, its Affiliates, and its and their respective directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action, or proceeding arising out of or related to the Programs and Agency’s use and distribution of Uber Vouchers including but not limited to Agency’s marketing, advertising, promoting, communicating, or delivering any such Uber Voucher to Voucher Recipients in any manner in any media. For avoidance of doubt, in the event that Voucher Recipients are unable to redeem an Uber Voucher because the funds attributable to such Uber Voucher have already been used, Agency shall indemnify Uber for any claims made by such Voucher Recipients.

9.2. Uber shall provide prompt notice to the Agency of any potential claim subject to indemnification hereunder. Agency will assume the defense of the claim through counsel designated by it and reasonably acceptable to Uber. Agency will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of Uber, which will not be unreasonably withheld. Uber will reasonably cooperate with the Agency in the defense of a claim, at the Agency’s expense.

10. Use of Agency Logo. Agency hereby grants to Uber the right to use Agency’s Marks, subject to Section 7.1 of the Agreement, in the Uber App, push notifications, emails, and SMS messages to help Voucher Recipients identify Uber Vouchers created by Agency.

11. Effect of Termination. Accrued and outstanding payment obligations, Sections 1, 3, 7 – 10 shall survive the expiration or termination of the Agreement.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

UBER TECHNOLOGIES, INC.

AGENCY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

**U4B TRAVEL PRODUCT ADDENDUM
TO THE
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This U4B Travel Addendum (the "**Product Addendum**") to the Uber for Business Dashboard Access Agreement (the "**Agreement**") is entered into by and between [INSERT AGENCY NAME] ("**Agency**") and Uber Technologies, Inc. ("**Uber**") as of the date of the last signature set forth below ("**Product Addendum Effective Date**"). The Product Addendum is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an Agency may utilize the Dashboard to enable and use U4B Travel. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to U4B Travel.

1. Definitions. The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

"**U4B Travel**" means the Uber for Business product that, in connection with Uber's technology systems, enables Agency's Authorized Users to, among other things, request on-demand ground transportation, which an entity can manage through the Dashboard.

2. Provision of Services.

2.1 Access to Services. Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable Agency to access U4B Travel through the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable Agency to (a) view a current list of all Authorized Users who have been authorized to establish an Enterprise Profile, and Authorized Users who have established their Enterprise Profiles, (b) utilize the Dashboard to add Linking Data to maintain an up-to-date list of Authorized Users, (c) add and remove Authorized Users, (d) view Dashboard Data related to this Product Addendum, and (e) disable access Agency has provided to any or all current Authorized Users to an Enterprise Profile. Agency expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by Agency, but by independent third-party transportation providers.

2.2 Agency may permit Authorized Users with an active Uber Account to link the business-related profile billing option within their Uber Account (an "**Enterprise Profile**") to the Corporate Account. Authorized Users may choose to bill trips taken via the Enterprise Profile through one of the following options: (i) the Agency Card, (ii) an Agency-issued individual payment card, (iii) a personal payment card or, (iv) in Uber's sole discretion, Monthly Billing. Uber will transmit to Agency via the Dashboard a statement of any User Charges that are incurred on such Enterprise Profiles in accordance with the terms and conditions of this Product Addendum and the Agreement.

2.3 Uber Account Required. In addition to all Agency obligations regarding Authorized Users in the Agreement, Agency further acknowledges and agrees that in order for an individual to be considered an Authorized User under this Product Addendum, such individual must maintain an active Uber Account.

2.4 Enterprise Profile Linking.

2.4.1 Linking Mechanics. To enable a proposed Authorized User to securely establish an Enterprise Profile, Agency will utilize the Dashboard to maintain the list of Authorized User's: (a) full name, (b) Agency-issued email address, and (c) other information the parties may mutually agree upon such as phone number ("**Linking Data**"), which is necessary for authentication and verification purposes and for Uber to send communications to Authorized Users for the purpose of linking and establishing the Enterprise Profile. After any such Authorized User establishes an Enterprise Profile linked to an Uber Account, Uber shall provide such Authorized User the option to apply User Charges to either such Authorized User's (x) personal profile or (y) the Enterprise Profile.

2.4.2 Accuracy. Agency shall ensure that all Linking Data that Agency Provides to Uber is accurate and complete, and Uber shall not be liable to Agency, any Authorized User, any proposed Authorized User or any other party with

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER’S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER’S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

respect to inaccurate or incomplete Linking Data supplied to Uber by Agency.

2.4.3 Unlinking. Agency may, at any time, unlink any Authorized User’s Uber Account from the Corporate Account through the Dashboard.

3 Privacy and Data Security.

3.1 Roles of Parties. Each party is an independent controller of the Dashboard Data and Linking Data. Agency will provide Linking Data to Uber, for the provision of the services as described in this Product Addendum. Agency will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes. “**Agency Personal Data**” means Linking Data provided in connection with this Product Addendum, excluding any such information provided by individual Uber Account holders.

3.2 Lawfulness. Agency acknowledges that the linking process described in Section 2.4, herein, requires a verification email to be sent by Uber to each Authorized User using the Linking Data, and Agency agrees, where necessary, to: (i) have a legal basis for such processing (such as consent); and (ii) inform the Authorized Users that Uber will send them messages via email, SMS, and/or the Uber App for the purpose of linking and establishing the Enterprise Profile within the Authorized Users’ Uber Account, which will also describe the benefits of creating an Enterprise Profile. Agency consents to Uber emailing such Authorized Users for the purpose of linking and establishing the Enterprise Profile within the Authorized Users’ Uber Account, and Agency acknowledges that Uber may also send SMS and in-app messages to Authorized Users who have an existing Uber Account for that purpose.

3.3 Compliance with Data Protection Laws. Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of Personal Data.

3.4 Restrictions. Uber agrees to only process Agency Personal Data for the purposes described in this Product Addendum. In addition to the data use restrictions set forth the in the Agreement, Agency agrees that any Uber Personal Data obtained in connection with this Product Addendum shall be used: (i) solely for the purposes set forth in this Product Addendum, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects.

4 Effect of Termination. All outstanding payment obligations under this Product Addendum and Sections 1, and 3 - 6 of this Product Addendum shall survive the termination of this Product Addendum.

5 Warranties. In addition to the warranties set forth in the Agreement, Agency represents and warrants that Agency has notified, and obtained legally adequate consent from, proposed Authorized Users and Authorized Users: (a) to receive emails and other communications from Uber in connection with linking the Enterprise Profile to the Corporate Account; and (b) for Uber to provide Agency with detailed trip information for any use of the Uber Service charged to any such Authorized User’s Enterprise Profile.

6 Use of Agency Logo. Agency hereby grants to Uber the right to use Agency’s Marks, subject to Section 7.1 of the Agreement, in the Uber App to help differentiate an Authorized User’s personal profile and Enterprise Profile within such Authorized User’s Uber Account.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

UBER TECHNOLOGIES, INC.

AGENCY

By: _____

By: _____

Name: _____

Name: _____

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

Title:

Title:

Date:

Date:

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

**U4B EATS PRODUCT ADDENDUM
TO THE
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This U4B Eats Product Addendum (the “**Product Addendum**”) to the Uber for Business Dashboard Access Agreement (the “**Agreement**”) is entered into by and between **[INSERT AGENCY NAME]** (“**Agency**”) and Uber Technologies, Inc. (“**Uber**”) as of the date of the last signature set forth below (“**Product Addendum Effective Date**”). The Product Addendum is hereby incorporated by reference into the Agreement that the parties entered into. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an Agency may utilize the Dashboard to enable and use U4B Eats. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to U4B Eats.

1. Definitions. The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

“**U4B Eats**” means the Uber for Business product that, in connection with Uber’s technology systems, enables Agency’s Authorized Users with an Uber Account to, among other things, request purchase and delivery of foods, which Agency can manage through the Dashboard.

2. Provision of Services.

2.1 Access to Services. Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable Agency to access U4B Eats via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable Agency to (a) view a current list of all Authorized Users who have been authorized to establish, and Authorized Users who have established their Enterprise Profiles, (b) utilize the Dashboard to add Linking Data to maintain an up-to-date list of Authorized Users, (c) add and remove Authorized Users, (d) view food order information and prepare and review activity reports using such food order information, and (e) disable access Agency has provided to any or all current Authorized Users to an Enterprise Profile. Agency expressly acknowledges and agrees that any and all delivery services are provided neither by Uber nor by Agency, but by independent third-party delivery providers.

2.2 Agency may permit Authorized Users with an active Uber Account to link the business profile within their Uber Account (an “**Enterprise Profile**”) to the Corporate Account. Authorized Users may choose to bill food and food delivery costs incurred through their Enterprise Profile to one of the following options: (i) the Agency Card, (ii) a Agency-issued individual payment card, (iii) a personal payment card or, (iv) in Uber’s sole discretion, Monthly Billing. Uber will transmit to Agency via the Dashboard a statement of any User Charges that are incurred on such Enterprise Profiles in accordance with the terms and conditions of this Product Addendum and the Agreement.

2.3 Uber Account Required. In addition to all Agency obligations regarding Authorized Users in the Agreement, Agency further acknowledges and agrees that in order for an individual to be considered an Authorized User under this Product Addendum, such individual must maintain an active Uber Account.

2.4 Enterprise Profile Linking

2.4.1 Linking Mechanics. To enable a proposed Authorized User to securely establish an Enterprise Profile, Agency will utilize the Dashboard to maintain the list of Authorized User’s: (a) full name, (b) Agency-issued email address, and (c) other information the parties may mutually agree upon such as phone number (“**Linking Data**”), which is necessary for authentication and verification purposes and for Uber to send communications to Authorized Users for the purpose of linking and establishing the Enterprise Profile. After any such Authorized User establishes an Enterprise Profile linked to an Uber Account, Uber shall provide such Authorized User the option to apply User Charges to either such Authorized User’s (x) personal profile or (y) the Enterprise Profile.

2.4.2 Accuracy. Agency shall ensure that all Linking Data that Agency Provides to Uber is accurate and complete, and Uber shall not be liable to Agency, any Authorized User, any proposed Authorized User or any other party with respect to inaccurate or incomplete Linking Data supplied to Uber by Agency.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER’S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER’S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

2.4.3 Unlinking. Agency may, at any time, unlink any Authorized User’s Uber Account from the Corporate Account through the Dashboard.

3 Privacy.

3.1 Roles of Parties. Each party is an independent controller of the Dashboard Data and Linking Data. Agency will provide Linking Data to Uber, for the provision of the services as described in Section 2 of this Product Addendum. Agency will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes. “Agency Personal Data” means Linking Data provided in connection with this Product Addendum, excluding any such information provided by individual Uber Account holders.

3.2 Lawfulness. Agency acknowledges that the linking process described in Section 2.4, herein, requires a verification email to be sent by Uber to each Authorized User using the Linking Data, and Agency agrees, where necessary, to: (i) have a legal basis for such processing (such as consent); and (ii) inform the Authorized Users that Uber will send them messages via email, SMS, and/or the Uber App for the purpose of linking and establishing the Enterprise Profile within the Authorized Users’ Uber Account, which will also describe the benefits of creating an Enterprise Profile. Agency consents to Uber emailing such Authorized Users for the purpose of linking and establishing the Enterprise Profile within the Authorized Users’ Uber Account, and Agency acknowledges that Uber may also send SMS and in-app messages to Authorized Users who have an existing Uber Account for that purpose.

3.3 Compliance with Data Protection Laws. Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of Personal Data.

3.4 Restrictions. Uber agrees to only process Agency Personal Data for the purposes described in this Product Addendum. In addition to the data use restrictions set forth in the Agreement, Agency agrees that any Uber Personal Data obtained in connection with this Product Addendum shall be used: (i) solely for the purposes set forth in this Product Addendum, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects.

4 Effect of Termination. All outstanding payment obligations and Sections 1, and 3 - 6 of this Product Addendum shall survive the termination of this Product Addendum.

5 Warranties. In addition to the warranties set forth in the Agreement, Agency represents and warrants that Agency has notified, and obtained legally adequate consent from, proposed Authorized Users and Authorized Users: (a) to receive emails and other communications from Uber in connection with linking the Enterprise Profile to the Corporate Account; and (b) for Uber to provide Agency with detailed trip information for any use of the Uber Service charged to any such Authorized User’s Enterprise Profile.

6 Use of Agency Logo. Agency hereby grants to Uber the right to use Agency’s Marks, subject to Section 7.1 of the Agreement, in the Uber App to help differentiate an Authorized User’s personal profile and Enterprise Profile within such Authorized User’s Uber Account.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

UBER TECHNOLOGIES, INC.

AGENCY

By: _____

By: _____

Name: _____

Name: _____

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

Title:

Title:

Date:

Date:

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

UBER HEALTH TERMS OF USE ADDENDUM

This Uber Health Terms of Use Addendum (“**Health Terms**”) to the Uber for Business Dashboard Access Agreement (the “**General Terms**”) is entered into and made effective as of the date of the last signature set forth below (“**Effective Date**”) by and between **UBER HEALTH, LLC**, a Delaware limited liability company, located at 1725 – 3rd Street, San Francisco, CA 94158 (“**Uber Health**”) and the undersigned entity (“**Agency**”). In the event Agency elects to use the Health Products, as defined herein, the following Health Terms shall apply. In the event of a conflict between these Health Terms and the General Terms, these Health Terms shall control as it applies to Agency’s use of the Health Product. Any reference to “Uber” in the General Terms shall include Uber Health.

1. **Definitions.** In addition to the definitions in Section 1 of the General Terms, the following terms shall apply to the Health Products. Capitalized terms used but not otherwise defined in these Health Terms shall have the respective meanings ascribed to such Health Terms in the applicable Product Addendum.
 - 1.1. “**Admin Portal**” means Uber Health’s browser-based online administrative portal for the Health Products.
 - 1.2. “**Administrator**” means an individual employed by Agency who is designated as an “administrator” through the Admin Portal and authorized to add, remove, or update billing methods, and appoint Coordinators at their discretion.
 - 1.3. “**Agreement**” means collectively, these Health Terms, the U4B Dashboard Terms, all Product Addenda and where applicable, the Business Associate addendum, between the parties.
 - 1.4. “**Agency User**” means any individual for whom Agency requests the Uber Service.
 - 1.5. “**Coordinator**” means an individual employed by or working on behalf of Agency who is authorized by an Administrator to request the Uber Service on behalf of Agency Users.
 - 1.6. “**Designated Recipient**” means any individual authorized by a Agency User to provide information to and receive notifications from Uber Health, including but not limited to through short message service (“**SMS**”) and automated calls, regarding such Agency User’s trip.
 - 1.7. “**Health Products**” means Uber Health’s suite of enterprise products, which allow healthcare and other customers to request the Uber Service on behalf of their clients, customers, employees, patients, and/or other individuals.
 - 1.8. “**Trip Data**” means Agency User name, together with, request time and date, pick-up and drop off time and date, pick-up and drop-off location, trip route, real-time trip status, distance, duration, User Charges, service type, trip ID number and Driver data, such as, but not limited to, Driver first name, telephone number, vehicle description and license plate number.

2. **Scope; Product Addendum.** Section 2 of the General Terms shall not apply to the Health Products and shall be replaced in its entirety by the following terms for the Health Products only:
 - 2.1. These Health Terms set forth the terms and conditions under which Agency may establish an Uber Health corporate account (“**Corporate Account**”) and access the Admin Portal in connection with one or more Health Products. Agency may elect to utilize a Health Product at any time during the Term, by executing a product addendum which includes the relevant additional Health Terms for each such Health Product (each, a “**Product Addendum**”). Agency’s election to utilize a particular Health Product neither obligates nor restricts Agency from utilizing any other Health Product.
 - 2.2. The Uber Health Business Associate addendum (“**BAA**”), where applicable, and any Product Addendum entered into by the parties, are hereby expressly incorporated into and constitute part of the Agreement. In the event of a conflict between a Product Addendum and these Health Terms, the terms of the Product

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

Addendum shall control with respect to the applicable Health Product.

3. **Account Administration.** Section 4 of the General Terms shall not apply to the Health Products and shall be replaced in its entirety by the following terms for the Health Products only:
 - 3.1. **Admin Portal and Access to Health Products.** Upon execution of these Health Terms, Uber Health will establish Agency's Corporate Account that will enable Agency to access the Admin Portal, which includes access to each Health Product that Agency has agreed to utilize through a Product Addendum. The Administrator will be Uber Health's contact with Agency. Uber Health reserves the right to add, remove and update features and functionality of the Admin Portal at any time.
 - 3.2. **Administration.** Agency may appoint additional Administrators at its discretion. Agency agrees to (a) maintain all Admin Portal and applicable Health Product login credentials in confidence, (b) follow current security best practices for its login credentials, such as two factor authentication and strong passwords, (c) only permit authorized Administrators to access the Admin Portal or Health Products, (d) only permit authorized Coordinators to access the Health Products, (e) maintain an accurate list of current Administrators and Coordinators authorized to request the Uber Service and incur User Charges, and (f) update as necessary, all information of the Administrators or Coordinators to ensure that it is current, accurate, and complete.
 - 3.3. **Responsibility for User Activity.** Agency agrees that Agency is solely responsible for all User Charges incurred by Administrators and Coordinators via the Corporate Account, including any User Charges due to Agency's failure to comply with Section 3.2 above or any User Charges incurred due to fraudulent or other unpermitted activity by an Administrator, Coordinator or another third party using the Corporate Account to access the Uber Services. Agency shall notify Uber promptly upon discovery of fraudulent or unpermitted activity occurring under Agency's account.
 - 3.4. **Restrictions.** Agency agrees to use the Uber Service, Corporate Account, Admin Portal, and any of the services provided under an applicable Product Addendum solely as set forth in this Agreement. Agency shall not, and shall not authorize others to (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Admin Portal, Uber Service, Health Products, or Uber App, except to the extent allowed by applicable law; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Admin Portal, Uber Service, Health Products, or Uber App, to any unaffiliated third party; (c) upcharge, increase, or otherwise modify the User Charges for any usage of the Uber Service; or (d) impose any additional fees or charges related to use of the Admin Portal, Uber Service, or any of the services provided under an applicable Product Addendum. Uber reserves all rights not expressly granted under the Agreement.
 - 3.5. **Violations.** Agency acknowledges that Uber Health may suspend or ban any Agency Users from use of the Uber Service due to future or past violations of the End User Health Terms, and that Uber shall have no obligation or liability related to any such Agency User.
 - 3.6. **Territory.** This Agreement allows Agency to use the Health Products and the Uber Service in the United States of America only.
4. **Ownership.** In addition to any ownership rights in the General Terms, Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Admin Portal, Uber Service, Uber App, Health Products, and Uber Personal Data (including, without limitation, Trip Data) including any updates, enhancements and new versions thereof, all data related to the use of the Admin Portal and Uber Services, and all related documentation and materials provided or made available to Agency in connection with the Agreement.
5. **Confidentiality.** In addition to the confidentiality requirements set forth in Section 8 of the General Terms, the following requirements shall apply to the Health Products:
 - 5.1. Confidential Information does not include Protected Health Information ("PHI"), which is defined in and governed by the BAA between the parties. Agency will not disclose any Uber Health Confidential Information, including any Uber Personal Data, nor disclose Uber's pricing or fares associated with Trip Data to a competitor of Uber Health or its Affiliates. Agency will not rent or sell Uber Personal Data for any purpose not authorized by Uber.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER’S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER’S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

6. **Security.** Section 9 of the General Terms shall not apply to the Health Products and shall be replaced in its entirety by the following terms for the Health Products only:

6.1. The BAA governs security related to PHI. With respect to any other data that is not PHI that Agency provides to Uber Health that is personal data under applicable law, Uber Health shall implement appropriate technical and organizational measures to protect such data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure (each instance, a “**Information Security Incident**”). Agency shall implement appropriate technical and organizational measures to protect Uber Personal Data against Information Security Incidents. Agency shall promptly notify Uber in the event that Agency learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data and will provide all information, as reasonably requested by Uber Health related to such Security Incident.

7. **Warranties; Disclaimer.** Section 11 of the General Terms shall not apply to the Health Products and shall be replaced in its entirety by the following terms for the Health Products only:

7.1. **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations under the Agreement, (b) such party’s acceptance of the Agreement, as well as such party’s performance of the obligations set forth in the Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is in compliance and shall remain in compliance during the Term, with all applicable laws, rules and regulations, (d) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, and (e) such party’s Marks as provided by such party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2. **Agency Warranties.**

7.2.1. **Consents from Agency Users.** Agency represents and warrants that prior to requesting the Uber Service on behalf of an Agency User, Agency will obtain all necessary rights, permissions and legally adequate consents from all Agency Users (i) to share any such Agency User’s personal data with Uber Health and its Affiliates in connection with the Uber Service and billing; (ii) for Agency User to receive SMS messages or automated calls from Uber Health, or for Uber Health to otherwise contact the Agency User for the purpose of providing the Uber Service or to provide any communications pursuant to the Agreement; (iii) for Uber Health to provide Agency with Trip Data including real-time trip status of, the trips charged to the Corporate Account; (iv) to share information regarding such Agency User’s trip with Designated Recipient(s); and (v) to allow Uber Health to communicate with Agency User’s Designated Recipient(s) regarding trips taken by such Agency User, including to provide customer service in connection with such trips.

7.2.2. **Confidential Information; PHI.** Agency represents and warrants that it will: (a) comply with the confidentiality obligations set forth in Section 8 (Confidentiality), (b) not disclose any PHI to Drivers, whether through the Health Products or otherwise, and (c) only disclose the minimum necessary PHI to Uber Health and its Affiliates as required for Uber Health to provide the services and products described in this Agreement.

7.2.3. **Agency User Requirements.** Agency represents and warrants that it is solely responsible for: (i) deciding an Agency User’s eligibility to use the Uber Service; (ii) requesting the form of transport that is most suitable for an Agency User; and (iii) deciding how transportation options are made available to Agency Users. Customer represents and warrants that it will only request the Uber Service for non-emergency purposes, and will comply with all applicable requirements, including age requirements, in the End User Health Terms.

7.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER HEALTH AND ITS AFFILIATES PROVIDE THE UBER SERVICE, HEALTH PRODUCTS, AND UBER APP “AS IS” AND WITHOUT WARRANTY. UBER HEALTH AND ITS AFFILIATES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, HEALTH PRODUCTS, OR UBER APP WILL MEET AGENCY’S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE, HEALTH PRODUCTS, OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEALTH AND ITS AFFILIATES HEREBY DISCLAIM ALL OTHER WARRANTIES WITH

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

RESPECT TO THE AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION; (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE, HEALTH PRODUCTS, OR THE UBER APP; AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY DRIVERS. UBER HEALTH AND ITS AFFILIATES ARE NOT TRANSPORTATION, HEALTHCARE OR LOGISTICS PROVIDERS. UBER HEALTH AND ITS AFFILIATES DO NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO DRIVERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

8. **Notices.** Section 14.4 of the General Terms shall not apply to the Health Products and shall be replaced in its entirety by the following terms for the Health Products only:
 - 8.1. Any notice required or permitted to the parties under this Agreement will be deemed to have been duly given only if in writing and delivered: by certified U.S. mail with return receipt requested, by overnight courier with postage prepaid, or by hand delivery, to the address of the receiving party as set forth below, to the attention of the persons designated below for the receiving party. Notices will be deemed received five (5) business days after being mailed by U.S. mail or the next business day if delivery is via overnight courier, or the same business day if delivery is by hand delivery during a business day before 5:00 PM local time or the next business day if not during a business day before 5:00 PM. All notices to Agency shall be delivered to the address referenced on the first page of these Terms. All notices to Uber Health shall be provided via email to LegalNotices@health.uber.com with a copy to Uber Health, LLC, 1725 3rd Street, San Francisco, 94158 Attn: Legal Department – Uber Health. Either party may change its notice address by providing written notice of such change to the other party in conformity with this section.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

UBER HEALTH DASHBOARD PRODUCT ADDENDUM

This Uber Health Dashboard Product Addendum (this “**Dashboard Addendum**”) to the Uber Health Terms of Use Addendum (the “**Health Terms**”) is entered into by and between **[INSERT AGENCY NAME]** (“**Agency**”) and Uber Health, LLC (“**Uber Health**”) as of the date of the last signature set forth below (“**Dashboard Addendum Effective Date**”). The Health Terms are hereby incorporated by reference hereto. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Health Terms that Uber Health and Agency previously entered into. In the event of any conflict between the terms of the Health Terms and this Dashboard Addendum, the terms of this Dashboard Addendum shall govern. This Dashboard Addendum sets forth the terms under which Agency may utilize the Admin Portal to enable and use the Uber Health Dashboard.

1. Definitions. The following terms, as may be used only in this Dashboard Addendum, shall have the meanings set forth below:

“**Guest User**” means an Agency User who either (i) does not have an active Uber Rider Account or (ii) who has not otherwise accepted the End User Terms.

“**Health Dashboard**” means the browser-based online Health Product that, in connection with Uber Health’s or its Affiliates’ technology systems, enables Agency to request trips on behalf of Agency’s clients, customers, employees, patients, and/or other individuals.

2. Provision of Services to Agency.

2.1. Access to Services. Upon execution of this Dashboard Addendum, Uber Health will enable Agency to access and use the Health Dashboard via the Admin Portal. The Health Dashboard and/or Admin Portal will enable Agency to (a) view Trip Data, (b) prepare and review activity reports using such Trip Data, (c) review and manage payments, (d) review and manage Monthly Statements and (e) request trips on behalf of Agency Users.

2.2. Agency User Data. Prior to requesting the Uber Service on behalf of any Agency User, Agency shall obtain from the Agency User and submit to Uber Health the following information with respect to such Agency User: (a) first and last name, (b) active telephone number, (c) pick-up and drop-off location, and (d) pick-up time and other optional trip related data (e.g. billing code, trip purpose, and message to Drivers) (collectively, “**Agency User Data**”). Agency shall ensure that all Agency User Data provided to Uber Health is accurate and complete, and Uber Health shall not be liable to Agency, any Agency User or any other party with respect to inaccurate or incomplete Agency User Data supplied to Uber Health by Agency.

2.3. Contact. Until Agency has obtained a Agency User’s legally-adequate consent pursuant to the Health Terms, or for any Agency User who has opted out of receiving communications from Uber health or its Affiliates, (a) Agency shall be solely responsible for contacting, or facilitating contact with, such Agency User; and (b) Uber Health shall have no responsibility for contacting or providing SMS or any messaging of any sort pursuant to this Dashboard Addendum to such Agency User. Agency may provide to Uber Health the name and phone number of a Designated Recipient in order for Uber Health to provide notifications regarding an Agency User’s trip to such Designated Recipient, including via SMS. Uber Health shall not be liable to Agency, any Agency User, any Designated Recipients or any other party with respect to inaccurate or incomplete information supplied by Agency related to any Designated Recipient.

3. Payments. Agency shall pay all applicable Service Fees and User Charges Uber Health assesses to Agency for its use of the Health Dashboard in accordance with the Health Terms or General Terms.

4. Indemnification. Agency acknowledges that it may elect to utilize the Health Dashboard to request the Uber Service for Guest Users. Any such election is at Agency’s sole discretion, and Agency therefore will, to the fullest extent permitted by law, indemnify, defend, and hold harmless Uber Health, its Affiliates, and their directors, officers, employees, consultants, agents, successors, and assigns from and against any and all liabilities, damages, losses, costs, and expenses

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

(including reasonable outside attorney fees) with respect to any third-party Claim arising out of or related to the use of the Uber Service by any Guest User.

The parties hereto have executed this Dashboard Addendum, by their duly authorized officers or representatives, as of the Dashboard Addendum Effective Date.

UBER HEALTH, LLC By: _____ Printed Name: _____ Title: _____ Date: _____	AGENCY By: _____ Printed Name: _____ Title: _____ Date: _____
--	--

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

UBER HEALTH BUSINESS ASSOCIATE ADDENDUM

This Uber Health Business Associate Addendum (“**BAA**”) to the Uber Health Terms of Use Addendum (the “**Health Terms**”) is entered into by and between [INSERT AGENCY NAME] (“**Agency**”) and Uber Health, LLC (“**Uber Health**”) as of the date of the last signature set forth below (“**BAA Effective Date**”). The Health Terms are hereby incorporated by reference hereto. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Health Terms that Uber Health and Agency previously entered into. To the extent that this BAA conflicts with any other agreement or understanding between the parties, including the Health Terms and/or any Product Addendum, this BAA shall control with respect to Uber Health’s obligations regarding PHI.

WHEREAS, the parties desire to ensure that their respective rights and responsibilities under the Agreement reflect all applicable legal requirements relating to Protected Health Information (“**PHI**”) under HIPAA (each, as defined herein);

WHEREAS, Agency is a Covered Entity or Business Associate (each, as defined herein) subject to HIPAA;

WHEREAS, HIPAA requires Covered Entities and Business Associates to enter into Business Associate Agreements with Business Associates and Subcontractor (as defined herein) Business Associates, respectively, that create, receive, transmit, or maintain PHI for or on behalf of Covered Entities or Business Associates;

WHEREAS, the purpose of the Agreement between the parties is to enable Agency to utilize Health Products which enable Agency to request on-demand ground transportation or other services provided by Drivers for individuals selected by Agency;

WHEREAS, Uber Health may receive, create, transmit, or maintain certain personal data about individuals who are provided transportation services through Agency’s utilization of the Health Products, and such data might include PHI subject to HIPAA; and

WHEREAS, the parties agree that the purpose of this BAA is to satisfy the standards and requirements of HIPAA, if and to the extent applicable, with regard to any PHI that Uber Health may create, receive, transmit, or maintain from or on Agency’s behalf.

NOW, THEREFORE, in respect of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

The following terms used in this BAA shall have the same meaning as those terms in HIPAA: Breach, Business Associate (“**BA**”), Covered Entity, Data Aggregation, De-Identification, Designated Record Set, Disclosure, Health Care Operations, Individual, Individually Identifiable Health Information, Minimum Necessary, Organized Health Care Arrangement, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. In addition, the following definitions apply:

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, and the Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009 (HITECH), including all subsequent amendments to either Act, and including all regulations and guidance issued thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

“**Protected Health Information**” or “**PHI**” has the meaning provided at 45 CFR 160.103 and in reference to this BAA, means PHI, if any, that Uber Health creates, receives, transmits, or maintains from or on behalf of Agency pursuant to this BAA.

2. Obligations and Activities of Uber Health.

Uber Health agrees to:

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

2.1 Not use or disclose PHI other than as permitted or required by this BAA or law.

2.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 Promptly, as required by HIPAA, report to Agency any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including Breaches of Unsecured PHI, as required at 45 CFR 164.410. Notices of a Breach of Unsecured PHI shall include, to the extent the information is reasonably available at the time, the identities of each Individual whose Unsecured PHI has been, or is believed by Uber Health to have been, compromised as a result of the Breach, and any other information reasonably available to Uber Health about the Breach that is required to be included in notices required under 45 CFR 164.404(c). Uber Health shall cooperate with Agency and shall supplement such information in a timely manner as more information becomes available. Uber Health shall not make any notifications directly to Individuals, the Secretary, or the media, unless otherwise agreed to in writing by the parties.

2.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Uber Health agree to the same restrictions, conditions, and requirements that apply to Uber Health with respect to such information.

2.5 Make PHI in a Designated Record Set available to Agency as necessary to satisfy Agency's obligations under 45 CFR 164.524.

2.6 Make any amendment(s) to PHI in a Designated Record Set as directed by Agency pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Agency's obligations under 45 CFR 164.526.

2.7 Maintain and make available to Agency the information required to provide an accounting of disclosures as necessary to satisfy Agency's obligations under 45 CFR 164.528.

2.8 To the extent that Uber Health agrees in writing to carry out any of Agency's obligations under Subpart E of 45 CFR Part 164, comply with any applicable requirements of Subpart E in the performance of such obligations.

2.9 Make uses and disclosures consistent with the Minimum Necessary requirements of HIPAA.

2.10 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

3. Permitted Uses and Disclosures by Uber Health.

3.1 Uber Health may only use or disclose PHI as specified in this BAA and as necessary to perform the services set forth in the Agreement.

3.2 Uber Health may use or disclose PHI as Required By Law.

3.3 Uber Health may provide Data Aggregation services relating to the Health Care Operations of Agency and may conduct De-Identification of PHI in accordance with 45 CFR 164.514(a)-(c).

3.4 Uber Health may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Agency, except for the specific uses and disclosures set forth below.

3.4.1 Uber Health may use PHI for the proper management and administration of Uber Health or to carry out the legal responsibilities of Uber Health.

3.4.2 Uber Health may disclose PHI for the proper management and administration of Uber Health or to carry out the legal responsibilities of Uber Health, provided the disclosures are Required By Law, or Uber Health obtains reasonable assurances from the person or entity to whom the information is disclosed that the information will remain

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

confidential and be used or further disclosed only as Required By Law or for the purposes for which it was disclosed to such person or entity, and such person or entity notifies Uber Health of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Term and Termination.

- 4.1 Term.** The term of this BAA shall be effective as of the date of execution, and shall continue unless or until this BAA is terminated in accordance herewith.
- 4.2 Termination of Agreement.** This BAA shall automatically terminate in the event that the Agreement between the parties is terminated, subject to Sections 4.4 and 5.6 of this BAA.
- 4.3 Termination for Cause.** Uber Health authorizes termination of this BAA by Agency, if Agency determines Uber Health has violated a material term of this BAA and Uber Health has not cured the breach or ended the violation within a reasonable time specified by Agency.
- 4.4 Obligations of Uber Health Upon Termination.** Upon termination of this BAA for any reason, Uber Health shall return or destroy all PHI that Uber Health still maintains in any form, except that Uber Health may retain PHI (a) as Required By Law or regulation, (b) if Uber Health reasonably determines that such return or destruction is not feasible, (c) for its own management and administration purposes, or (d) to carry out its legal responsibilities. If any PHI is thus retained by Uber Health or any of its Subcontractors, Uber Health shall continue to comply with its obligations under this BAA and HIPAA with regard to such PHI, including protecting it in accordance with the safeguards of the Security Rule.

5. Miscellaneous.

- 5.1 Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended.
- 5.2 Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time as necessary for compliance with HIPAA and any other applicable law. If the parties cannot agree as to a necessary amendment, either party may terminate the Agreement and this BAA with ten (10) days' prior written notice to the other party.
- 5.3 Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.
- 5.4 Independent Parties; No Agency Relationship.** The parties agree and acknowledge that the relationship between the parties created by the Agreement and this BAA is that of independent contractors and not an agency relationship. Uber Health is not, and may not hold itself out as, an agent of Agency for any purpose.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended or shall be deemed to confer upon any person other than Agency, Uber Health, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 5.6 Survival.** The obligations created by this BAA with respect to PHI shall survive so long as, and to the extent that, Uber Health or any Subcontractors of Uber Health, retain any PHI.
- 5.7 Superseding Agreement.** This BAA supersedes any and all previous business associate agreements between the parties.
- 5.8 Notices.** Uber Health shall submit any notice required or permitted to be delivered to Agency by this BAA to the email address provided during account setup or the email address of the admin account on file. Agency shall submit any notice required or permitted to be delivered to Uber Health by this BAA to LegalNotices@health.uber.com. Each party agrees to notify the other party promptly of any change to its email address for receipt of notices.

NOTE: THESE TERMS ARE SUBMITTED AS PART OF UBER'S RESPONSE AND ARE FOR REFERENCE PURPOSES. THESE ARE UBER'S STANDARD TERMS AND MAY BE FURTHER NEGOTIATED AND MODIFIED FOR APPLICABILITY IN THE EVENT OF A RESULTING AWARD AND SUBSEQUENT AGREEMENT.

5.9 Counterparts. This BAA may be executed in counterparts and in any format, including electronically delivered versions thereof, each of which shall be deemed to be an original and shall fully bind each party who has executed it, but all such counterparts together shall constitute one and the same agreement.

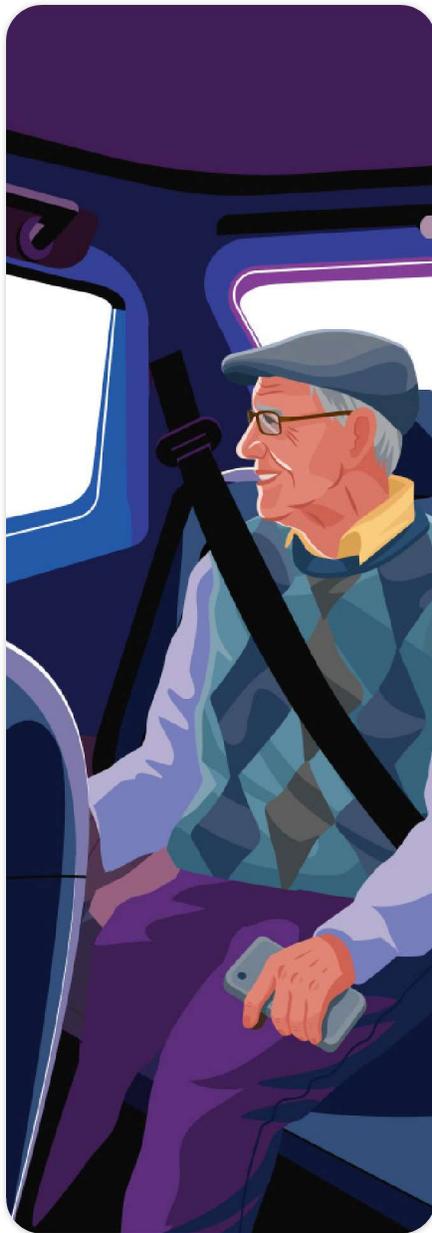
The parties hereto have executed this BAA, by their duly authorized officers or representatives, as of the BAA Effective Date.

UBER HEALTH, LLC By: _____ Printed Name: _____ Title: _____ Date: _____	AGENCY By: _____ Printed Name: _____ Title: _____ Date: _____
--	--

On-Demand Transportation (Rideshare), Meals, and Logistics Solutions

Region 4 Education Service Center
Request for Proposal 25-08

May 1, 2025



Uber for Business
government

May 1, 2025

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Re: Proposal Submission for RFP # 25-08: On-Demand Transportation (Rideshare), Meals, and Logistics Solutions

Dear Region 4 ESC Evaluation Committee,

Uber Technologies, Inc. (Uber for Business) is uniquely positioned to support Region 4 ESC and OMNIA Partners with a unified platform for rideshare, meal delivery, and on-demand logistics. Backed by a proven government team, Uber delivers flexible, scalable programs that meet the needs of agencies of all sizes. Whether enabling employee travel or supporting community-based programs, Uber for Business offers broad geographic coverage, streamlined program management, and real-time control through a proven, easy-to-use platform trusted by public agencies nationwide.

Uber for Business provides Region 4 and OMNIA with the following key benefits:

Nationwide coverage to meet local needs

Uber's rideshare and delivery network spans all 50 U.S. states and over 13,000 cities, with access to millions of drivers and couriers. From small towns to urban centers, agencies can rapidly launch mobility and meal programs to support employees and their communities by tapping into the existing Uber infrastructure.

Policy controls and budget management

The Uber for Business Dashboard allows administrators to define policy-aligned programs—limiting access by location, vehicle or meal type, time of day, and budget thresholds. These tools help agencies capture rogue spend and improve compliance, while real-time reporting supports audit readiness.

Rebates and flexibility for cooperative use

Uber offers a [REDACTED] for accounts that meet a [REDACTED]. Participating agencies also receive free access to enterprise-grade tools—including real-time reporting, policy controls, onboarding support, and administrative assistance—ensuring program value without added platform costs.

Specialized support for the public sector

Uber's government account team brings years of experience managing cooperative contracts and working with public agencies. We understand the regulatory and operational challenges agencies face and offer proactive, solution-oriented support. Our team is committed to helping OMNIA Participating Public Agencies launch programs quickly, scale with confidence, and meet evolving community needs.

Sebastian Reszka will serve as your primary point of contact for this proposal. He can be reached at sebastian.reszka@uber.com or 630-204-4195. We appreciate the opportunity to submit this proposal and look forward to the chance to partner with Region 4 ESC and OMNIA Partners.

Sincerely,

Sebastian Reszka,
Sr. Manager of Government Sales
Uber for Business

Section A. Purchase Price

	<h3 style="color: blue; margin: 0;">Tax exempt</h3> <p style="color: blue; font-weight: normal; margin: 0;">across all products where applicable</p>	<h3 style="color: blue; margin: 0;">\$0</h3> <p style="color: blue; font-weight: normal; margin: 0;">for implementation and access</p>	<h3 style="color: blue; margin: 0;">\$0</h3> <p style="color: blue; font-weight: normal; margin: 0;">for account and end-user support</p>
--	--	--	---

1. How does the vendor price their products, services, and/or solutions?

Uber for Business follows a pay-as-you-go model with the flexibility of either centralized or decentralized billing. There are no upfront costs to implement or maintain access to the Uber for Business Dashboard. Charges are incurred only when a ride or meal is requested using an Uber for Business product. Participating agencies receive a [REDACTED] on eligible transactions.

Product / Feature	Costs to Participating Agency
Trips or meals placed using Uber for Business products	Costs are based on per trip or meal usage with a [REDACTED] applied to accounts that meet a [REDACTED] . Dynamic pricing applies.
Implementation and access for all dashboards and products	Included at no extra charge
Training for administrative staff, employees, and other program participants	Included at no extra charge
Dedicated ongoing account management	Included at no extra charge
On-call administrative support (email, chat, and phone)	Included at no extra charge
In-app end-user support (rides and meals)	Included at no extra charge
Optional use of the Uber and Uber Eats apps	Included at no extra charge
Data collection and reporting	Included at no extra charge
Uber Health	Included at no extra charge
Call to ride + Uber Vouchers (dial in service for rides)	\$5.00/trip
API Integrations	A \$15,000 implementation fee is required for APIs, if organizations don't exceed a minimum spend threshold of \$200,000 during the first year of usage. This fee is assessed one year after the program launches.
Uber Shuttle	Value-add service with variable pricing based on vehicle type, service hours, route design, rider volume, and operational features

Trip costs

Rider prices are determined by a base fare plus time and distance rates by market. Prices also include a booking fee, which Uber retains, plus any applicable taxes, tolls, surcharges, and fees. In addition, Uber may make route-based pricing adjustments based on patterns in rider demand in order to provide increased balance to the Uber transportation marketplace.

Dynamic pricing

Uber also uses dynamic pricing as a mechanism to balance the marketplace. Dynamic pricing automatically goes into effect when there are more riders in a given area than available drivers. Uber maps every city into hyper-local zones with each hexagon being subject to surge based on its real-time

Order and delivery costs

Order costs on the Uber Eats platform are variable and depend on the items ordered as well as applicable fees such as delivery, service, and regulatory fees. These fees help cover the delivery costs that enable couriers to deliver food quickly and reliably.

Orders can include the types of fees described below:

- **Delivery Fee:** A variable fee for each merchant based on the order’s location and availability of couriers.
- **Service Fee:** A dynamic charge that varies based on the market and order size.
- **Small Order Fee:** This may apply if less than a certain amount based on location.
- **Regulatory fees:** In certain regions, regulatory fees may apply. For example, a driver benefits fee in California helps fund a healthcare stipend, additional insurance coverage, and a minimum earnings guarantee for couriers.

driver availability and rider demand. Without dynamic pricing, when demand for riders exceeds the number of available drivers, riders would wait longer.

Upfront pricing

Riders are shown the cost of the ride they’re scheduling at booking—known as an upfront price. Upfront pricing is based on the estimated time and distance of a trip and may vary based on real-world conditions such as traffic.

The upfront price may change if a rider adds stops, updates their destination, or the route changes significantly. In such events, the rider’s final price is re-calculated based on the actual time and distance of the trip.



Case study
DUI Prevention

El Paso County's cost-controlled DUI prevention

To tackle impaired driving while remaining fiscally responsible, the El Paso County District Attorney’s Office launched a safe rides program using grant funding from the Texas Department of Transportation. In partnership with Uber, the County implemented a tightly controlled voucher system to maximize impact while limiting spend.

Each participant receives a \$20 Uber Voucher via QR codes at nightlife venues, with the County covering only that fixed amount. Geofenced trip restrictions ensure rides start and end within El Paso County, keeping funds local and reinforcing public safety.

The program showcases how targeted transportation solutions can enhance public safety without compromising cost efficiency.

i. Is pricing based on a discount from a manufacturer’s price list, catalog, fixed price, or dynamic pricing? List which pricing mechanisms are being utilized as part of the Offeror’s response.

Uber’s proposed [REDACTED] is applied to dynamic pricing, which covers products across the transportation, meal, and logistics categories as defined in the solicitation.

ii. Include price and product, service, and/or solutions lists with the following information, if applicable: manufacturer or other part number, product/service description, manufacturers suggested or other list price, and net price.

Listed below are the services included in our proposal. Manufacturer/ part number, list price, and net price are not applicable.

- **Uber for Business Dashboard:** A centralized platform for managing employee transportation.
- **Business Profiles:** Allows employees to separate business and personal rides within the Uber app.
- **Uber Central:** A dispatching solution for organizations to book and manage rides for employees and clients.
- **Uber Vouchers:** Enables the distribution of ride or meal credits to employees or guests.
- **Meal Delivery:** Ordering and delivery of meals and other items via Uber Eats.
- **Uber Health Dashboard:** A HIPAA-enabled solution for managing non-emergency medical transportation.

iii. For dynamic pricing option, include the products, services, and/ or solutions being offered under dynamic pricing and a sample of the pricing, charges, and any fees.

Dynamic pricing applies to all proposed products across the transportation, meal, and logistics categories, with the exception of Uber Shuttle, which is included as a value-add offering.

Pricing for Uber Shuttle varies and is determined in collaboration with participating agencies based on factors such as vehicle size, type, features, route design, and operational hours.



How Utah’s DHHS uses Uber to support essential services

Utah’s Department of Health and Human Services (DHHS)—which provides essential social services to help residents live safe and healthy lives—partnered with Uber to launch a transportation program supporting eligible individuals across the state. The initiative offers flexible, on-demand mobility to help DHHS better serve diverse communities.

This launch is part of a broader statewide engagement with Uber. The government team has also implemented a travel program with the Lieutenant Governor’s office and coordinated patient transport with the University of Utah’s hospital network.

Trip example

Below is an illustrative example of dynamic pricing for a typical UberX trip originating from Region 4 ESC’s headquarters at 7145 W Tidwell Rd, Houston, TX 77092 and traveling to the nearby Texas Medical Center at 2450 Holcombe Blvd, Houston, TX 77021—a trip of approximately 15 miles and 20 minutes.

Additional Uber fare estimates for other Uber vehicle products within your area are available at <https://www.uber.com/us/en/price-estimate/>.

Order example

For illustration, a typical Uber Eats order placed from Region 4 ESC’s headquarters might include a lunch from a nearby fast-casual restaurant such as Panera Bread. In this example, the user orders two items: a Grilled Chicken & Avocado BLT sandwich with chips and a regular iced unsweet tea.

Final pricing may vary depending on restaurant selection, delivery distance, and time of day. Agencies using the Uber for Business Dashboard can set per-order spending limits, restrict delivery times, and track detailed order-level data to support policy compliance and budget control.

Example Pricing Breakdown:

- **Base Fare:** \$2.72
- **Minimum Fare:** \$5.90
- **+ Per Minute:** \$0.16
- **+ Per Mile:** \$0.70
- **Booking Fee:** \$6.95
- **Estimated Total:** \$22.86

Sample Order Breakdown:

- **Item subtotal:** \$19.88
- **Delivery Fee:** \$2.42
- **Service Fee:** \$3.18
- **Total Order Cost:** \$25.48

Q

Case study
Fleet Augmentation



How Long Beach reduces fleet costs with Uber

The City of Long Beach, California, is using Uber to supplement its municipal fleet through Uber for Business. City employees request rides via a centralized business profile, allowing the City to meet demand without expanding its vehicle inventory.

By leveraging Uber instead of purchasing and maintaining additional vehicles, Long Beach reduces overhead costs tied to maintenance, fuel, and insurance—resulting in a more efficient and budget-conscious approach to employee transportation.

iv. Include any value added products, services, and/or solutions including any rebate and/or incentive programs.

As an additional offering, Uber is exploring the development of a catch-all OMNIA Travel Program for smaller agencies that are existing OMNIA members. This would provide a [redacted] –waiving the [redacted] for rebate eligibility. Designed as a simplified “no-dashboard” model with no admin access, it would reduce the burden for agencies without a centralized travel coordinator and extend savings to their employees with minimal administrative overhead. This concept is under active consideration and subject to further scoping.

Beyond this, Uber offers a range of value-added features to enhance the overall experience:

- **Rebate and Discount Programs:** Uber offers a [redacted] on all eligible products. A point-of-sale discount model is also in development to offer flexible pricing options in the future.
- **Enterprise Features in the Uber App:** Tools to ensure program compliance from riders, enable expense integrations, and implement tailored ride policies.
- **Dedicated Account and Sales Teams:** Partnership with experts specializing in government, transit, and healthcare transportation to provide solution-focused support and guidance.
- **Administrative Support:** Streamlined program management with dedicated support for onboarding, troubleshooting, and account-related tasks.
- **24/7 Rider Support:** Around-the-clock support for trip issues, account inquiries, and safety reports, available in multiple languages.
- **In-depth Reporting and Insights:** Robust tools to track key metrics such as usage, spending, and even carbon footprint, with both on-demand reporting and customizable insights for data-driven decision-making.

2. Does the vendor offer a percentage discount for different categories of products/services?

Uber will provide an auditable [redacted] across all the proposed products and services, offering a consistent pricing model that simplifies cost management.

i. If yes, please describe the discounts for each category.

Please see above. A [redacted] will apply across all categories.



How the State of California streamlines travel with Uber

Since 2019, California’s Department of General Services (DGS) has partnered with Uber to support official travel across state departments. The program allows executive officials and agency staff to use Uber for authorized trips, with DGS overseeing policy enforcement and account controls.

All departments operate under centrally managed child accounts, with tipping controls and travel spend tracked in real time.

This setup streamlines government travel while enabling greater transparency and compliance statewide.

3) Are shipping charges, freight charges, return fees, or restocking fees applicable?

No, shipping charges, freight charges, return fees, or restocking fees are not applicable.

i. Please describe any shipping costs or fees related to returns and restocking.

Not applicable.

4. How does the vendor ensure contract pricing?

Uber maintains accurate contract pricing through a combination of setup procedures and regular verification. During onboarding, Uber’s government account team configures accounts so that rebates apply to eligible rides and meals.

Rebate accuracy is then confirmed through detailed reporting shared with OMNIA Partners and reviewed internally before payouts are finalized.

i. How can customers verify that they are getting the agreed-upon contract prices?

Participating agencies can verify contract pricing through multiple auditable methods. Monthly billing statements reflect that there are no charges for access to the Uber for Business Dashboard. All trip and order activity is logged

within the dashboard, giving agencies visibility into usage and policy adherence. Uber can also provides rebate reporting tied to the agreement, offering additional transparency into pricing and program value.

ii. Describe your pricing for each service and how it will be auditable by Participating Public Agencies

Uber’s dynamic pricing model is supported by reporting tools that help participating agencies monitor usage and confirm policy compliance. All trip and order activity is recorded in the Uber for Business Dashboard, providing visibility into program activity. Monthly billing statements offer a clear view of charges incurred. Rebate reporting is available upon request, offering additional transparency into eligible transactions tied to the Master Agreement.

Proof of success
Discount compliance



Proven pricing controls for government programs

Uber’s government team will apply similar pricing controls as it does under its governmentwide rideshare agreement with the U.S. General Services Administration—a program Uber’s managed since 2021.

Each GSA program is configured with a tag that auto-applies the correct discount and links eligible rides for tracking and audits.

Monthly usage reports and rebate payments are managed directly by Uber’s government team—the same team who will manage the agreements for Region 4 and OMNIA.

This process supports discount compliance and enables auditing for our partners.

5) Are there additional discounts or rebates for larger orders or other factors? i. Please describe any potential savings based on volume, annual spending, or other incentives.

Yes, on a case-by-case basis, Uber can explore additional incentives for participating agencies.

6) What are the available ordering methods?

Uber offers multiple ordering methods to support the varied needs of government agencies and their constituents:

- **Mobile App:** Riders and users can request trips or order meals directly through the Uber app, available on iOS and Android.
- **Web Browser:** Rides and meal orders can also be placed through the Uber and Uber Eats websites, offering flexibility for desktop access.
- **Uber Central:** A web-based dispatch platform that allows administrators to schedule and manage rides on behalf of employees, constituents, or guests—no app or smartphone needed.
- **Call-2-Ride:** This phone-based option is available using Vouchers and allows riders to book trips by calling and speaking with a live agent.

This range of options allows government agencies to meet diverse access needs—whether managing internal operations or supporting transportation programs for the broader community.

i. Online ordering, ordering through app, order tracking, search options, order history.

To support a wide range of government use cases—from internal operations to community-facing programs—Uber offers several digital ordering and management tools.

Users can request rides at uber.com and order meals through ubereats.com or via the Uber and Uber Eats apps (iOS and Android). Real-time tracking is available for all rides and deliveries, while robust search filters help users refine meal

selections by rating, price, dietary needs, and more.

For administrators, the Uber for Business Dashboard provides real-time visibility into program activity, including order history, usage trends, and downloadable reports. These tools give government agencies the flexibility to deploy Uber’s platform with oversight and control.

How it works
Trip requests



The same Uber app that's trusted by millions

Employees can request rides through the Uber app—available on iOS and Android—by linking their Business Profile in just a few taps. The same app, used by +171M people globally, is frequently ranked the #1 travel app in Apple’s U.S. App Store.

How it works
Without a smartphone



No smartphone? Not a problem

Uber Central lets agencies schedule rides for users without smartphones—ideal for court systems, social services, or workforce programs. For example, the New Jersey court system launched a statewide Central program for court mandated appointments using Central, enabling riders to receive trip updates via text or voicemail in up to 18 languages.

7) What is the invoicing process?
i. Include payment terms, acceptable payment methods, and any fees associated with credit card or procurement card (P-card) payments.

Uber for Business offers centralized and decentralized billing. With centralized billing, costs are billed back to the agency on a monthly basis and payment is made via a credit card, ACH, or PO.

Decentralized billing is best for government employees using their own corporate card/p-card. With decentralized billing,

an Uber receipt is emailed to the work email address associated with the employee's business profile. The employee then expenses the trip through their usual expense process. Uber's expense integrations, such as with Concur, can automate this process. There are no added fees to credit card or p-card payments.

8) How will price updates be handled?
i. Describe the frequency and method for price adjustments during the contract term.

Uber proposes a fixed [redacted] for the full term of the agreement. We do not anticipate changes to this structure, except in limited cases for large-scale programs. Pricing for rides and deliveries follows a dynamic pricing model, as outlined in the

RFP, and adjusts in real time based on factors like demand, distance, and timing—not on indexed schedules. While the Uber for Business Dashboard is currently provided at no charge, any future changes to this would be communicated to stakeholders in advance.

Case study
Public Safety



How the Sheriff's Office improves post-release safety with Uber

Riverside County is expanding its long-running inmate reentry program by partnering with Uber to provide subsidized rides for recently released individuals. Through the RIDE initiative, the Riverside County Sheriff's Office can request on-demand Uber rides at the time of release—or schedule them in advance—ensuring safer, more reliable transportation from the county's four detention centers.

Under this expanded model, Uber is designated as the County's principal after-hours ride provider for released inmates. The program helps reduce loitering in nearby neighborhoods and supports community safety by providing immediate, direct transport to a rider's residence.



1) What is the vendor’s reputation in the industry?

Uber has built a strong and growing reputation among state and local government agencies by delivering reliable, scalable solutions that address public sector priorities. We currently support more than 400 rideshare and meal programs across the United States, including partnerships with states,

counties, cities, school districts, universities, and the federal government. Our reputation is rooted in a nationwide network, advanced technology, operational dependability, and a consistent record of high-quality service delivery.

i. Provide a brief description of the vendor’s standing and reliability in the market.

Uber is a trusted and widely adopted mobility and logistics platform, operating in over 13,000 cities across 70 countries. Uber supports more than 25 million trips per day through a network of over 7 million drivers and couriers. Our reliability stems from advanced technology—including real-time tracking, dynamic pricing, and a 24/7/365 incident response team—as well as rigorous safety protocols like criminal and motor vehicle background checks.

Uber also complies with leading data protection standards, including ISO 27001 and GDPR. With hundreds of active programs supporting state and local governments, school districts, and public universities nationwide, Uber delivers scalable, secure, and responsive services that meet the expectations of public sector partners.

2) Are the vendor’s products/services well-regarded?

Uber’s platform is widely regarded for its reliability, ease of use, and scale. This reputation is reinforced by:

- Extensive Adoption:** More than 200,000 organizations globally rely on Uber for Business, including hundreds of public sector agencies across the US, demonstrating broad institutional trust.
 - a network of 7+ million drivers and couriers worldwide.
- Operational Scale:** Uber connects riders and couriers in over 13,000 cities, supported by
 - User Satisfaction:** The Uber app consistently ranks among the top travel apps, with a 4.9 out of 5 rating based on over 13 million reviews in the App Store.

i. Please describe how the vendor’s products and services are perceived by customers. You are welcome to include any customer reviews or feedback to illustrate your response.

Uber is highly regarded by our government clients, and we actively gather feedback to make sure that we’re meeting their evolving needs.

We capture customer sentiment through mechanisms like post-trip rider ratings and Customer Satisfaction (CSAT) surveys following support interactions. This data allows us to monitor service quality and address areas for improvement.

We use this ongoing feedback, including data from ratings and surveys, in Quarterly Business Reviews (QBRs) with our government clients. This ensures transparency, allows clients to understand how their employees or constituents perceive the program, and facilitates collaborative identification of areas for optimization.

Below we provide the following program outcomes and testimonials highlighting the success of Uber’s partnerships in the public sector:

VHA-Uber Health Connect (VUHC) Initiative

Launched in early 2022, the VUHC Initiative is a partnership between Uber and the U.S. Department of Veterans Affairs (VA) to address transportation challenges faced by veterans. Each year, millions of VA medical appointments are missed due to a lack of reliable transportation, significantly affecting health outcomes and costing the VA billions in lost care.

The VUHC Initiative leverages Uber to offer rides to and from medical appointments as a supplemental option alongside the VA’s Beneficiary Travel Program. Since 2022, approximately 38,000 veterans have taken more than 263,000 rides, covering over 4 million miles.

In a recent report published by the Veterans Health Administration, veterans shared their appreciation for the program, describing how it has removed barriers to attending critical appointments. One veteran in Florida expressed gratitude, stating for “Thank you very much for the Uber transportation, without it I would have no other way to get to my appointments.”



Proof of success
Rider Satisfaction

How the VA’s Uber program drives high rider satisfaction

Through the VHA-Uber Health Connect Initiative, launched in January 2022, the Department of Veterans Affairs is helping Veterans overcome transportation barriers to medical care. The program has not only improved attendance and efficiency—saving an estimated \$196.7 million—but also earned strong feedback from riders.

According to VHA reporting, 90% of Veterans would recommend the program, 89% are satisfied with the service, and 83% say they would have missed appointments without it.

Letter of reference from the City of Miami

Below, we've included a letter of reference from the City of Miami, which highlights Uber's contributions to supporting diverse transportation initiatives. This serves as further evidence of our proven ability to deliver impactful, community-focused solutions.



Re: Uber + City of Miami

I am writing to share our positive experiences with Uber as a transportation vendor for the City of Miami's Department of Human Services. Since partnering with Uber, we have been able to significantly enhance our transportation services for City of Miami residents through various programs.

The collaboration with Uber has been exemplary in several ways. Our Uber representative has consistently provided immediate responses and effective solutions to any inquiries or issues we have encountered. Their dedication to customer service has been a cornerstone of our successful partnership.

The Uber Business portal has proven to be an invaluable tool for our department. It offers an easy-to-use, integrated dashboard that allows us to create and manage different programs tailored to our initiatives and events. The portal's flexibility and user-friendly design have enabled us to streamline our operations and maximize efficiency.

One of the most beneficial features of the Uber Business portal is the Uber Vouchers. This tool has allowed us to provide efficient and reliable transportation to City of Miami residents, achieving maximum success and efficiency in meeting our community's needs.

Our experience with Uber has been overwhelmingly positive, and we are more than happy to share our insights and successes with other governmental agencies. We believe that our collaboration with Uber can serve as a valuable reference as others explore similar transportation solutions.

Sincerely,

Michael Roman
Community Partnership Manager

City of Miami
Department of Human Services

Case study
Citizen Services



Driving Second Chances: How Miami Uses Uber to Support Workforce Reentry

The Department of Human Services for the City of Miami offers Uber Vouchers as part of a recidivism program that assists individuals reentering the labor force.

The program provides prospective job seekers with dependable transportation for interviews and to meet their commuting requirements upon securing employment. The City is also distributing Uber Vouchers in support of ad hoc community events.

3) Provide at least 10 customer references

Entity Name	Contact Name & Title	Contact Information	City and State	Years of Service Provided	Description of Services/ Products	Annual Volume
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Section C. Quality of the Vendor's Goods and Services

1) How does the vendor ensure product/service quality?

Uber ensures platform quality through a combination of dedicated support and continuous feedback:

- **Dedicated Government Account Team:** Provides implementation support, administrative training, and ongoing partnership to align platform use with agency goals.
- **End-User Feedback Loop:** Riders and recipients rate each trip or order, allowing real-time monitoring and identification of quality issues
- **Quarterly Business Reviews (QBRs):** Hosted with agency stakeholders to review performance metrics, address recurring issues, and align on future improvements.
- **Program Optimization Support:** Uber works collaboratively with agencies to adjust controls, reporting, and usage policies based on evolving needs.

i. Describe the quality standards and warranty options for products/services.

Uber’s quality standards are reinforced through structured feedback tools, proactive account oversight, and platform-driven performance enforcement:

- **User Ratings System:** At the end of each trip or order, users rate their experience on a 1 to 5-star scale. Low ratings may trigger follow-up questions, and consistently poor ratings can result in required retraining or removal from the platform.
- **App-Based Feedback Channels:** In addition to in-app ratings, users can report issues through Uber’s on-trip reporting tool or the 24/7 Safety Incident Reporting Line.
- **Custom Quality Reporting:** For Uber for Business clients, aggregated user ratings and support trends are reviewed during regular business reviews to identify patterns and align on quality goals.
- **Driver Controls:** Agencies may request driver restrictions at the organization level, ensuring underperforming drivers are not matched with their users.

2) How does the vendor respond to emergencies? i. Please outline the emergency response process for urgent orders.

Because we operate an existing, large-scale platform, we minimize lead times for deployment. With an agreement in place, Uber can swiftly deploy rideshare or delivery programs by configuring client dashboards and tapping into our nationwide driver and courier network—often within hours.

For example, following severe flooding in San Diego County, Uber launched a critical grocery delivery program within 24 hours. This demonstrates our capacity to respond swiftly and effectively to urgent situations requiring immediate logistical support.

3) What is the vendor's history of meeting delivery timelines? i. Provide the vendor's average on-time delivery and fill rates.

Uber typically implements new rideshare or delivery programs within 1–2 weeks, including administrative setup, training, and dashboard configuration. For urgent needs, programs can be activated in as little as 24–48 hours, depending on partner readiness.

4 minutes from the time a ride is requested to pickup. For meal delivery, Uber Eats orders are typically completed within about 30 minutes, offering a reliable and efficient experience for users.

Once active, Uber's platform supports consistently fast response times. For rideshare, the average global estimated time of arrival is approximately

This combination of rapid implementation and reliable fulfillment supports timely service delivery for public sector partners across a range of use cases.

4) How does the vendor handle returns and restocking? i. Describe the return policy, restocking fees, and how these processes are managed.

Not applicable to the products included in the scope of work.

5) Describe the customer service and problem resolution process. i. Include hours of operation and contact methods for support.

Employee Support

Employees will receive 24/7 support using the Help menu in the Uber app. Employees can ask for help related to a specific ride, their account, or many other issues.

Administrative support

Administrators will receive support by emailing business-support@uber.com or by using the chat/phone option in the dashboard. If an administrator has an open support ticket they



Case study
Emergency response

How San Diego County used vouchers following historic flooding

In Jan. of 2024, San Diego faced massive floods due to large rainfall. As a result, families were temporarily housed in hotels across the County. With many families facing economic hardship, the County aimed to provide food options. However, grocery delivery to so many varied locations across the county proved difficult. That's when San Diego turned to Uber.

Within 24 hours, Uber's government team stood up a voucher program for the County, enabling families to order groceries and have them delivered directly to their location. Each family received a weekly voucher, with the dollar amount based on household size and need.

For nearly 3 months, the program successfully supported the meal needs of displaced families.

would like more immediate support on or have had an issue with their received support, they can contact their

dedicated government account manager, who will escalate the issue internally.

6) As applicable to the products, services, and solutions being offered, describe Offeror's driver and/or staffing guidelines and standards for efficient routes, limiting wait-times, and avoiding logistic and scheduling issues.

Uber's platform incorporates several technologies and features designed to optimize routes, minimize wait times, and enhance reliability:

Navigation in the Uber Driver App

- **Auto-navigate:** The driver app provides built-in, turn-by-turn GPS navigation that automatically initiates at the start of a trip.
- **Route Preview:** Drivers can quickly preview their upcoming route before starting navigation.
- **Lane Guidance:** The app provides lane guidance to assist drivers in navigating turns and intersections.
- **On-Route Traffic:** Drivers receive real-time traffic updates, with visual indicators (yellow for some traffic, red for heavy traffic)
- **Driver Flexibility:** While the app provides robust navigation support, drivers can also use their own expertise and familiarity with the local area by disabling auto-navigate.
- **RideCheck:** To enhance safety, our RideCheck feature detects unusual events like long stops or unexpected route deviations and proactively checks in with both the rider and driver.

Optimized Matching

Uber employs batched matching technology, which evaluates multiple nearby drivers and riders simultaneously to find the most efficient pairings. This process, occurring within seconds of a ride request, leads to better matches, reduced wait times for riders, and increased efficiency for drivers.

These features work together to create a more reliable and efficient experience across the Uber network.



Case study
Public Safety

How District Attorney offices use Uber to support witness transportation

District Attorney offices have partnered with Uber to provide secure, accessible transportation for witnesses and victims involved in active cases. Using Uber Central, staff can schedule rides without requiring a smartphone or Uber account—supporting flexible, on-demand travel to court proceedings and interviews.

Programs launched by the Manhattan DA's Office, the Los Angeles City Attorney, and the Anne Arundel County State's Attorney highlight how Uber can help remove transportation barriers and promote equitable access to the justice system.

While some of these programs have concluded, they highlight how DA offices can use Uber to enhance public safety and ensure equitable access to the justice system.

7) As applicable to the products, services, and solutions being offered, describe the accommodations the Offeror can provide to passengers who have physical disabilities or individuals with dietary restrictions.

Uber is committed to providing accessible and inclusive services for all users, including those with disabilities and dietary restrictions. Our platform offers a range of features and accommodations:

For passengers with physical disabilities

- **Riders who are blind or low-vision:** The Uber and Uber Eats apps support iOS VoiceOver, Android TalkBack, and wireless Braille display compatibility
- **Riders who are deaf or hard of hearing:** Audio isn't needed for full functionality. Assistive technology such as visible and vibrating alerts can help users. In-app features such as texting facilitate non-verbal communication.
- **Support for riders with assistive devices:** Uber policy prohibits drivers from refusing service to riders with disabilities who can enter the vehicle independently. Drivers are required to assist with stowing assistive devices.
- **Service animal policies:** Uber's guidelines require drivers to comply with all applicable laws regarding the transportation of service animals.
- **Wait time fee waivers:** Riders with disabilities, or those who frequently accompany them, can request a waiver of wait time fees.
- **Uber WAV:** In select locations, Uber WAV provides wheelchair-accessible vehicles with ramps or lifts.

For individuals with dietary restrictions

Uber Eats allows users to filter for dietary preferences such as vegan, vegetarian, gluten-free, and allergy-friendly options.

Additionally, customers can leave notes for restaurants to specify allergy or dietary restrictions when placing an order.

Additional accessibility features

- **Uber Central:** For those without smartphones or who have difficulty using apps, Uber Central allows for ride requests via phone or online by a third party, with trip details provided via text or automated voicemail.
- **Language support:** The Uber app offer support for over 100 languages, with a real-time in-app translation feature to facilitate communication.

✔

Proof of success
Accessibility



Expanded access for riders without smartphones

Uber's Call-2-Ride service offers a phone-based option for riders without smartphones, enabling live-agent booking by calling 1-833-USE-UBER. Riders don't need an Uber account—agents can help set one up, add payment, and walk them through how their voucher works.

This model is already supporting accessibility at scale. In the Pace Rideshare Access Program, ADA paratransit riders across six Illinois counties use Call-2-Ride to request subsidized trips—no smartphone required—ensuring flexible, on-demand mobility for riders with disabilities.

8) Products, services, and solutions

- i. Which category or categories do the products, services, and solutions being offered fall under?
 - a. Transportation; b. Meals; & c. Other Delivery, On-Demand, and Logistic Products, Services, and solutions
- ii. Describe in detail the products, services, and solutions being offered.

Uber connects public agencies to the world’s largest mobility network, with over 7 million drivers and couriers operating across all 50 U.S. states and territories. Through the Uber for Business platform, we help government agencies design, manage, and scale transportation, meal, and logistics programs with policy-aligned controls and real-time visibility. This makes Uber a one-stop shop for governments needing to move employees, students, patients, and community members from Point A to Point B—and to deliver meals, groceries, and other essential items along the way.

As shown in the table below, Uber for Business offers solutions that align with all three categories outlined in the RFP. A detailed description of each product follows the exhibit.

Product / Feature	Category	Description
Uber for Business Dashboard	Platform feature for all products	Centralized web-based platform for managing rides, meals, and logistics with policy controls and real-time reporting
Business Profiles	Transportation / Meals	Enables compliant travel and meal ordering via business profiles with spend tracking.
Uber Vouchers (ride and/or meals)	Transportation / Meals	Credits for rides or meals, configurable by time, location, and value.
Uber Central	Transportation / Logistics	Admin-dispatched rides for guests or deliveries; supports real-time tracking.
Uber Health	Transportation / Meals / Logistics	HIPAA-supported dashboard for scheduling non-emergency medical transportation (NEMT) and powers grocery/over-the-counter delivery
Uber Shuttle	Transportation	Scheduled, fixed-route networks optimized for high-volume commuter or student routes.
Real-Time Tracking & Reporting	Platform feature for all products	Dashboard tools that provide usage insights, audit trails, and operational reporting.
24/7 Support & Safety Tools	Platform feature for all products	Multilingual rider support, safety incident reporting, and in-app emergency features.

Uber for Business Dashboard

The Uber for Business Dashboard is a centralized platform that simplifies the management of rideshare and meal programs for public agencies. Built for flexibility and control, it allows administrators to create policy-aligned programs that support budget goals and internal compliance. In addition to managing Business Profile-based programs, administrators can also oversee Uber Voucher and Uber Central programs from the same dashboard. With real-time reporting, agencies can track spend, monitor usage, and make informed decisions—all while improving the rider or employee experience.

Managing operational controls

Through the Programs tab, administrators can set custom rules around location, time, spend, and ride types—automatically applied when employees use their Business Profile. These controls can be adjusted at any time to reflect evolving needs.

Location restrictions

Agencies can determine where rides or meal orders may be used, from general access to designated points such as office addresses or campuses.

Expense codes and memos

Administrators can require users to enter a memo or select an expense code before confirming a ride or meal order. These appear in trip- and order-level reporting, offering additional visibility. Many agencies choose to include a message such as “I confirm this is for official business,” which helps reinforce proper usage.

Spending and trip allowance

Programs can be configured to fully or partially cover the cost of a ride or meal. Administrators can set allowances on a per-trip, daily, weekly, or monthly basis, and may choose to let employees cover overages using their personal payment method.

Time restrictions

Agencies can control when employees are allowed to request rides or place meal orders—such as limiting access to specific days of the week or hours of the day. This flexibility helps align usage with operating hours or program-specific eligibility.

Vehicle restrictions

For rides, administrators can restrict access to certain vehicle types—for example, allowing only economy rides. For meals, agencies can block specific item categories, such as alcohol or non-food purchases, and limit access to restaurant-only options.

These controls work seamlessly in the background to help agencies manage program integrity and align with internal policies, while offering users a familiar and easy ordering experience.

Set program rules that work for you

Manage location, spend, time, and access controls for rides and meals—all in one place with the Uber for Business Dashboard.

Set day and time policies

Manage expense codes

Limit available ride types

Experience for employees using Business Profiles in the Uber and Uber Eats apps

Employees participating in a rideshare or meal program will receive an invitation to activate their Business Profile in the Uber app, enabling them to easily toggle between personal and business use. For those new to the platform, the Uber app is available in the Apple App Store and Google Play Store and is used by more than 160 million consumers worldwide.

Once the Business Profile is activated, employees can request rides or order meals for official use directly within the app. Uber automatically checks

Booking a ride for pickup

To request a ride, users enter their destination and confirm the pickup location in the Uber app. After selecting a ride option and viewing the upfront fare (in most markets), they toggle to their Business Profile, which applies any agency-specific policies tied to their program.

Once the ride is confirmed, users receive key trip details—

Placing a meal order

To place a meal order, users browse the Uber Eats app or website and select from thousands of restaurants. After choosing a restaurant, they add items to their cart, confirm the delivery location, and view the estimated arrival time and total cost, including taxes and fees. Before checkout, they toggle to their Business Profile, which applies any agency-specific meal policies.

each transaction against the agency's policy settings—such as location, time, spending limits, or eligible ride or meal types. If an order or ride falls outside of the defined rules, the employee is notified and prompted to switch to their personal profile.

This experience offers public agencies a seamless way to support employee travel and meal programs, while maintaining oversight and policy alignment—all through a platform employees are already familiar with.

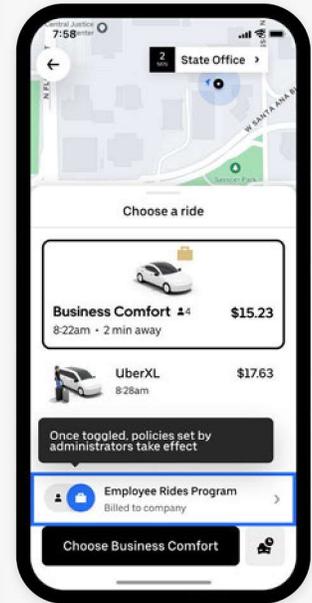
including the driver's name, photo, vehicle information, and estimated arrival time. Real-time tracking is available throughout the trip, along with notifications when the driver arrives. During the ride, employees can monitor their ETA, update their destination if needed, and access in-app safety features.

If an order falls outside of policy—for example, due to location, time, or spending limits—the employee is notified and can adjust the order or switch to their personal profile. Once confirmed, the employee receives updates as the order is prepared, picked up, and delivered, along with real-time tracking and courier contact options.

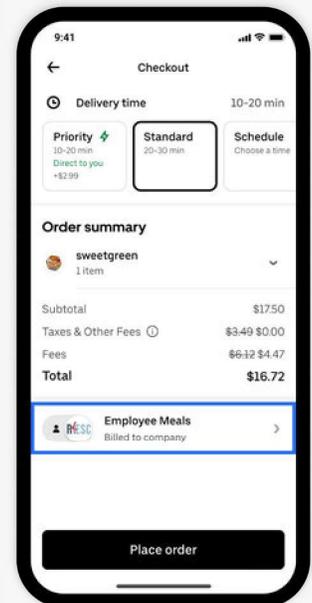


Seamlessly switch to business

With one tap, switch to your Business Profile for trips or meals tied to official use.



Switch to your business profile before you ride



Select your business profile at checkout for work meals

Uber Vouchers

Uber Vouchers offer OMNIA Partners agencies a flexible way to distribute ride or meal credits. Agencies can choose to fully or partially cover costs and only pay for what's redeemed, making this a cost-effective and scalable tool.

Common use cases and voucher types

Uber Vouchers are widely used by public agencies to support internal and community-facing programs. Agencies can issue ride vouchers, meal vouchers, or dual-purpose vouchers that work across both categories.

Common applications include senior mobility, DUI prevention,

recidivism support, and workforce access—where agencies provide transportation for interviews or social services. On the meal side, Uber Eats Vouchers have been used to deliver meals for community events, support staff, and help displaced families access groceries during emergencies.

Program controls

Administrators manage vouchers through the Uber for Business Dashboard, where they can configure:

- Start/end dates
- Day/time limits
- Spend or percentage-off
- Alcohol restrictions (for meals)
- Redemption frequency (daily, weekly, monthly)
- Location geofencing
- Copay settings

Redeeming vouchers

Users receive their voucher via email, text, or push notification, branded with the agency's name and campaign details. By clicking the link, they can easily claim the voucher, which

is then stored in their Uber app wallet. Once accepted, the voucher automatically applies to eligible rides or meal orders—creating a seamless and secure redemption experience.

Call-2-Ride Support

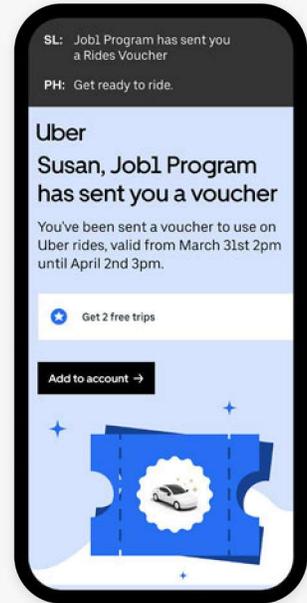
For recipients without smartphones, Uber's Call-2-Ride service offers a phone-based option. Riders call 1-833-USE-UBER to speak with a live agent who can help set up an account, add a payment method, and explain how vouchers work. Once issued, vouchers are linked

to the rider's phone number and apply automatically. This option is especially valuable for seniors, visually impaired riders, and those less familiar with technology. A \$5 convenience fee applies per trip booked with an agent. Live support is available 7 days a week from 4 AM to 10 PM ET.

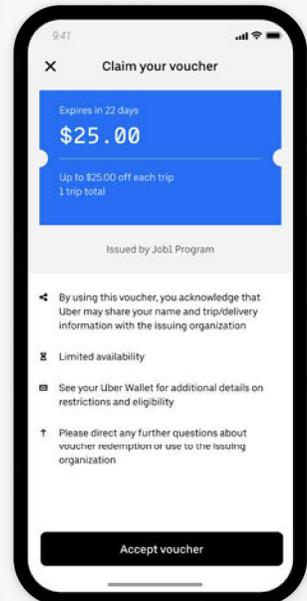


Claim. Tap. Go.

With one tap, use your voucher for a trip or delivery—automatically applied at checkout.



Click on an emailed link for redemption



Vouchers are stored in app with eligibility details

Uber Central

Uber Central is a web-based dispatching tool that enables agency staff to book, schedule, and manage rides on behalf of others. It's a popular option for social service programs and fleet augmentation, enabling transportation support for those who may not have access to smartphones or personal vehicles.

Flexible ride types

From one centralized dashboard, administrators can schedule on-demand rides, plan trips up to 30 days in advance, set up round trips or recurring rides, and enable flexible rides that recipients can initiate when ready.

Easy setup

Booking a ride is simple. All that's needed is the rider's name, phone number, and pickup and drop-off addresses. Trips can be scheduled in seconds and adjusted as needed.

Real-time monitoring and communication

Administrators can track each ride in real time and receive alerts if a trip requires attention. Uber Central includes two-way chat and direct calling features to communicate with drivers—especially useful when helping them locate riders or troubleshoot in the moment.

Ride with or without the Uber app

For riders with the Uber app, trips appear automatically in their account, allowing for real-time tracking. Those without the app receive a web link for viewing trip details or can receive automated phone calls with pickup information.

Language preferences

To support accessibility, 18 languages and dialects are available for administrators to select for riders. When using this option, the rider will receive text messages or automated calls in their preferred language.

No cost to riders

Riders are not charged for trips booked through Uber Central. All costs are managed centrally by the agency, making it easy to provide accessible, no-cost transportation across a range of use cases.

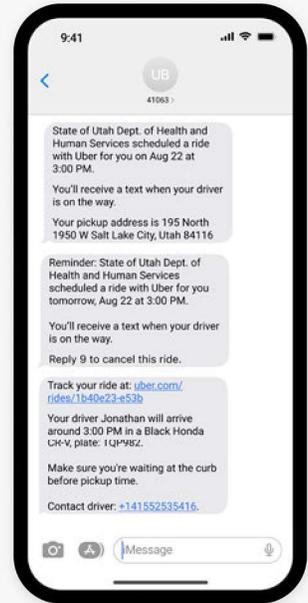
Delivery Setup in Central

Uber Central also supports on-demand deliveries, allowing agencies to send items to staff or community members. To schedule a delivery, administrators input the pickup and drop-off locations, recipient name, and contact number. Instructions can be added for couriers, and deliveries can be repeated for up to 30 days.

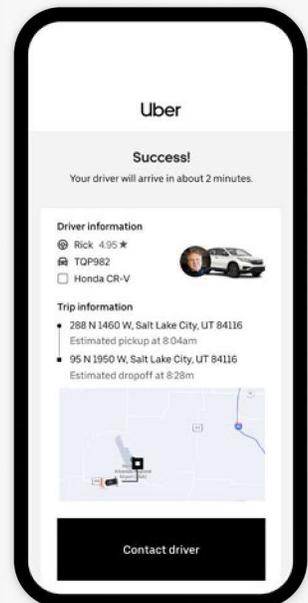


No app or smartphone needed

Riders receive trip updates via text or automated calls—no downloads, no account required..



Riders receive confirmation and details via text



Real-time tracking and driver details

Uber Health

The Uber Health Dashboard offers a flexible, HIPAA-enabled solution designed to support patient mobility. Used by more than 4,000 healthcare organizations, Uber Health helps agencies coordinate rides for patients who need access to care, services, or support—without requiring the patient to use the Uber app.

Coordinating patient transportation

From the Uber Health Dashboard, agency staff can book, schedule, and monitor rides in real time. Trips can be scheduled up to 30 days in advance, requested immediately, or set up as flexible rides that patients can activate when ready. The dashboard also allows coordinators to view driver availability and flag trips that need attention—such as cancellations or pickup delays—so staff can rebook or contact drivers as needed.

Patient experience

Patients don't need the Uber app to receive a ride. Once a trip is scheduled, they receive a text message with ride details and, for flexible rides, a prompt to confirm when they are ready to be picked up. Messages can be sent in more than 12 languages to accommodate diverse populations. For patients without smartphones or those who prefer voice communication, automated calls provide trip information or leave voicemails in the patient's preferred language.

Real-time visibility

The Uber Health Dashboard includes tools to track each ride from pickup to drop-off. Administrators

can download detailed trip reports in CSV format, making it easy to monitor program usage, reconcile expenses, and meet internal reporting requirements.

Designed for accessibility

Uber Health is built with patient accessibility in mind—supporting those who may not use smartphones, need additional communication support, or require flexible scheduling. It provides agencies with a secure, streamlined way to support non-emergency medical transportation across a wide range of care settings.

Grocery and OTC Delivery

Uber Health also enables coordinators to order groceries, over-the-counter (OTC) items, and prepared meals on behalf of patients through the integrated Uber Eats platform. From the dashboard, staff can view member dietary needs, store preferences, and browse curated item collections (e.g., pantry staples, vegetarian meals, farm-fresh produce). Deliveries are available from local grocery stores, convenience stores, and pharmacies, helping address food insecurity and support nutrition-based care goals.



Streamlined ride requests, with patient privacy at the core

Save and surface patient information, including ride preferences and eligibility information

Monitor and help resolve rides that may need attention

Uber Shuttle

Uber Shuttle is a flexible, cost-efficient group transportation option for public agencies. Ideal for high-volume routes—such as commutes to government offices, schools, transit hubs, or community event locations—Uber Shuttle combines the efficiency of shared rides with the convenience of the Uber app. Riders can reserve a seat in advance, track their shuttle in real time, and receive trip updates directly in the app.

Customizable routes and vehicles

Uber's dedicated Shuttle team works with agencies to design custom routes and schedules that align with rider needs and budget goals. Agencies can define start and end locations, route frequency, and service hours. Vehicle types and capacity are tailored to demand, and Uber's nationwide supplier network allows for flexibility across markets.

Performance reporting

Administrators have access to Uber's Performance Summary Dashboard, which provides key insights into shuttle operations. Metrics include ridership totals, on-time arrival rates, trip fulfillment, seat utilization, and no-show percentages. This visibility supports ongoing program monitoring and decision-making.

Network optimization

Uber uses proprietary algorithms to recommend optimized shuttle routes and schedules. By analyzing rider locations, desired travel

times, and constraints such as walking distance or transfer points, Uber can design shuttle networks that balance convenience, efficiency, and cost-effectiveness.

Rider experience

Riders can reserve shuttle seats up to a week in advance or be auto-assigned based on preset schedules. Trip and vehicle details are shared via the Uber app, along with real-time tracking and estimated arrival times—making it easy for users to stay on schedule and access shared transportation with confidence.

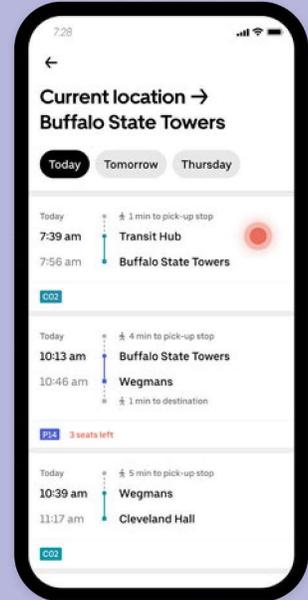
Incident recovery

In the event of a disruption, Uber can activate its Fall Back to X feature. This option provides affected riders with a promo code for an UberX ride, helping ensure they still reach their destination without delay. This seamless backup leverages Uber's broader mobility network to maintain service reliability even during unforeseen interruptions.

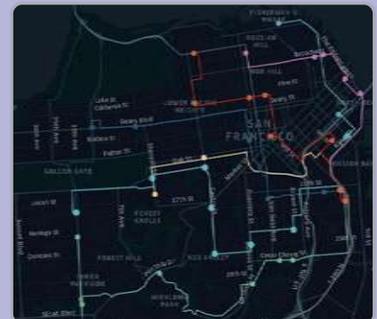


Modernize your Shuttle program

From seat reservations and real-time tracking to network performance insights, manage it all in one seamless platform.



Riders can view and select all route options, with real-time vehicle tracking



Design efficient shuttle routes based on rider demand and timing—balancing convenience and cost.

9) Safety And Reliability

i. Describe any processes and procedures to ensure the safety of your customer and reliability of your service including, but not limited to, background checks, driver screening, rider/driver validation, drug & alcohol testing, GPS tracking, vehicle standards & inspections, or any other verifiable step that is taken to ensure passenger safety.

Uber is dedicated to developing innovative technology that puts safety at the center of our platform. We prioritize robust screening processes and leverage real-time tools to help protect riders, drivers.

From background checks to GPS tracking and in-app alerts, our safety framework combines proactive features with responsive support. Below is a summary of the core safeguards we apply to promote safety before, during, and after each trip.

Background checks and driver screening

Every US driver undergoes a thorough screening before their first trip. This includes an MVR check that:

- Verifies the individual's license status.
- Reviews their driving history for any violations or crashes.
- Checks for any driving-related restrictions on their license.

Disqualifying violations from the last 7 years include, but are not limited to:

- Driving under the influence.
- Reckless driving.
- Leaving the scene of a crash

Our process also disqualifies individuals who have been involved in a fatal crash or have been convicted of vehicular homicide or vehicular manslaughter at any time in their driving history.

If an individual passes the MVR check, they proceed to a criminal background check conducted by an accredited third-party background check provider.

Drivers are required to provide their full name, date of birth, Social Security number, and driver's license number, which Uber provides to its third parties to use in record collection.

Rider and driver validation

Uber verifies drivers through background checks and identity confirmation. In some markets, drivers also complete real-time selfie verification using facial recognition to ensure account security. Riders are offered optional verification to earn a badge within the app. Uber cross-checks account information against 3rd parties, and riders may choose to upload a government ID and a selfie to confirm their identity.

Drug and alcohol testing

Uber maintains a zero-tolerance



Proof of success
Rider Safety

Uber promotes incident-free mobility at scale

Uber's commitment to safety is reflected in its track record across more than 1.8 billion U.S. trips from January 2021 to December 2022.

According to Uber's most recent safety report, **99.9998% of trips ended without a critical safety incident, and 99.9% concluded without any safety-related report at all**—underscoring the reliability and security of the platform for riders and organizations alike.

policy against driving under the influence of drugs, alcohol, or any other substances. We have built-in reporting features through the Uber app so riders can discreetly and securely report any instance of impaired driving. Upon receiving such reports, our security team will immediately pause the driver account while we perform a thorough investigation.

Please note that Uber does not require pre-screening drug tests or random drug testing. In the incident a driver is reportedly under the influence, they may take a drug test that is fully covered by Uber to regain platform access.

GPS tracking

All rides on the Uber platform are tracked by GPS. Uber uses this data to support features like RideCheck, which detects

unusual trip activity or potential crashes and checks in with the rider. Riders can also use Share My Trip to send real-time trip status and location to up to five trusted contacts, helping ensure someone always knows where they are.

Vehicle standards and inspections

Vehicle requirements on the Uber platform vary by region but typically include having 4 doors, capacity for at least 4 passengers, and a model year within the past 15 years. Rental vehicles must come from approved partners, and vehicles must have a clean title with no commercial branding or major cosmetic damage. In many states, an annual vehicle inspection is required. Uber also follows any additional local regulations related to vehicle standards and eligibility.

🔑 **How it works**
Safety monitoring



Technology that looks out for riders

Uber's RideCheck feature uses sensors and GPS data to help detect rare events like crashes, unexpected detours, or unusually long stops. If a trip appears to go off course, Uber sends an in-app message to check in with both the rider and driver, offering support and access to safety resources in real time.

ii. Describe the processes and safeguards you have in place to protect customer data and information.

To protect the security, confidentiality, and integrity of user data, Uber's built a robust information security program that's based on the industry-recognized ISO 27001/2 framework and includes written policies, processes, and standards designed to protect and secure Uber's data environment. Uber maintains ISO 27001 certification for its enterprise business (Uber for Business) and core rides business. Additionally, an

independent third party regularly assesses Uber for SOC 2 compliance. We evaluate the health and effectiveness of our information security program through ongoing assessments, monitoring, and testing. Risk assessments are conducted through external third-party engagements (including ISO, SOC 2, and pen tests), internal audits, and other internal assessment programs.

🔑 **How it works**
Real-time trip sharing



Trip sharing adds peace of mind

Uber's Share My Trip feature lets riders share their real-time trip status with up to five trusted contacts. After requesting a ride, users can tap "Share Trip Status" in the app to send a live tracking link via text. The link shows the rider's location, driver details, and estimated arrival—providing peace of mind for both the rider and their contacts.

iii. Describe in detail any and all company training for approved drivers and/or staff.

Uber's partnered with the GHSA to develop a series of in-app optional driving safety videos designed specifically for rideshare drivers. The content modules covering the most important driving safety topics, including speeding, distracted driving, impaired driving, safe pickups and dropoffs, occupant protection, and sharing the road with other users.

Similarly, in partnership with RAINN, a national anti-sexual-violence organization,

we developed and launched comprehensive sexual misconduct education for drivers in the US, led by real drivers. These optional modules cover a wide range of topics, including respecting privacy and personal space, conversational boundaries, and sexual assault awareness and bystander intervention; they also offer resources and strategies for promoting safety on the Uber app.

iv. Describe in detail your background check and safety procedures.

Beyond the initial screening outlined earlier in this section, Uber reruns criminal and motor vehicle checks each year. This is a standard practice at Uber, regardless of whether there is a statute or regulation requiring us to do so. This helps ensure that our screening standards are applied consistently and continuously across the country, where allowed by law.

To strengthen our screening process, Uber also uses technology to continuously check driver records. This technology continuously

receives information from data sources to detect whether a driver is involved in a new criminal offense, and it notifies Uber when this is the case.

If an offense involving an active driver is identified, our screening team reviews it to evaluate the driver's continued eligibility with Uber and removes them from the platform if the driver is found to no longer meet Uber's screening criteria and the criteria set forth in local laws.



Proof of success
Driver Screening

Uber proactively monitors safety through annual and real-time checks

Uber conducts annual criminal and motor vehicle checks on all U.S. drivers—even in states where it's not legally required. In addition, continuous monitoring technology flags new criminal records in real time.

As of the latest safety report, these proactive measures have led to the removal of over 185,000 drivers from the platform, helping maintain a safer environment for riders nationwide.

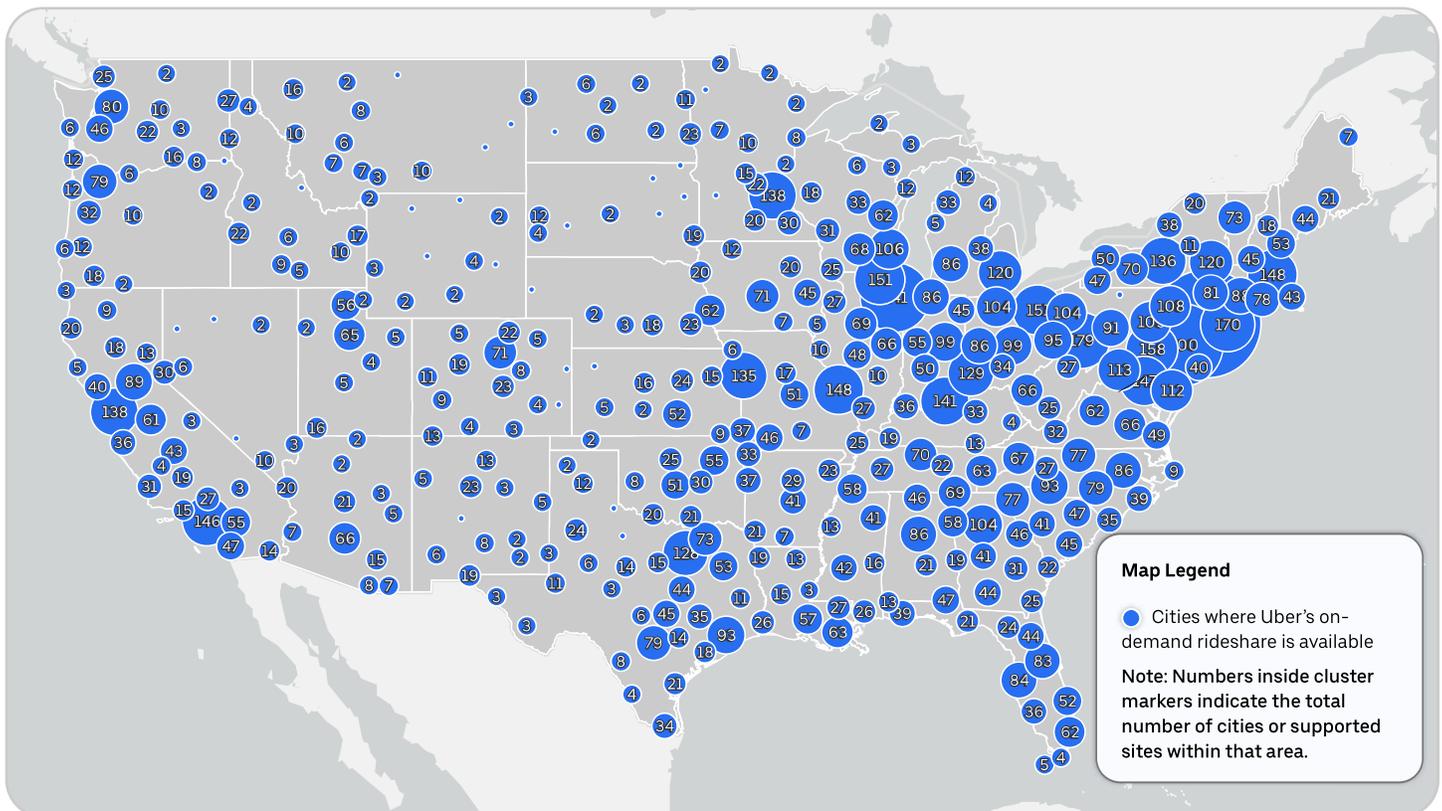
- v. Provide a detailed explanation outlining the licenses and certifications that are:
 - a. Required to be held; b. Actually held by your organization (including third parties and subcontractors that you use); c. Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
- vi. Provide a current list of licenses and certifications

Uber holds all required licenses and certifications necessary to operate as a technology platform facilitating transportation and delivery in jurisdictions across the United States. These typically include Transportation Network Company (TNC) licenses and related operating permits issued by state and local authorities. For example, Uber maintains a TNC license with the New York State Department of Motor Vehicles and a similar license with the California Public Utilities Commission.

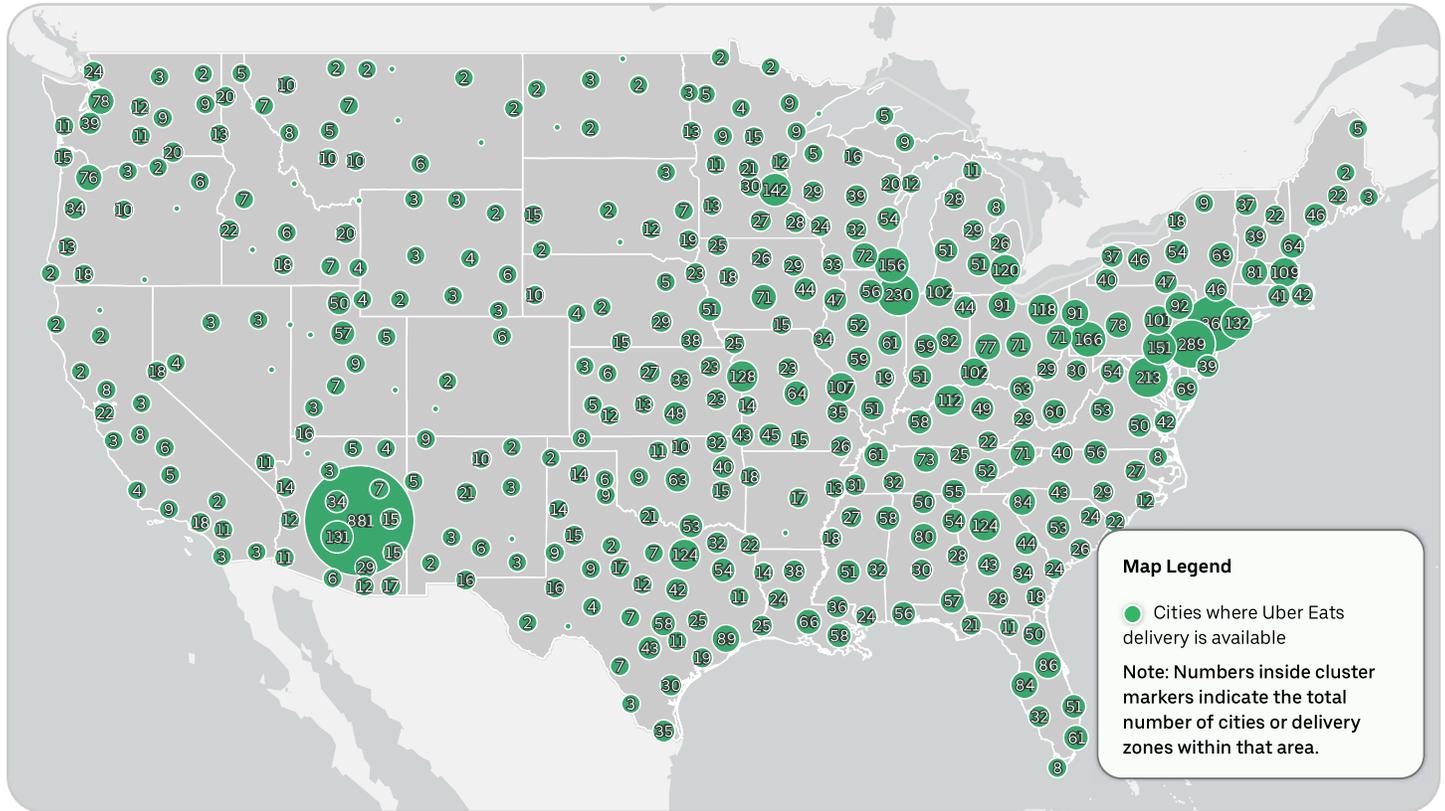
Uber does not use subcontractors to fulfill trips or deliveries under this agreement, so no third-party licensing applies. We have consistently maintained our certifications and licenses on an ongoing basis and, to the extent that we're aware of at the time of submission, have not recently lost relevant certifications. Given our national presence across all 50 states and thousands of U.S. cities, we have not included individual licenses in this response. However, we are happy to provide relevant documentation upon request from participating agencies.

- vii. Describe Offeror's current service area in the United States and which areas services will be offered under a resulting contract if awarded.
- viii. Provide a coverage map Include additional pertinent information on drivers and/or staff.

Uber's on-demand rideshare services are available in all 50 U.S. states and in more than 13,000 U.S. cities, as shown in the coverage map below. This expansive footprint allows OMNIA Participating Public Agencies to deploy transportation programs consistently across both urban and rural areas.



Uber Eats is also available in over 13,000 locations across the United States, enabling OMNIA Participating Public Agencies to support meal and grocery programs with broad geographic reach. This coverage includes access to restaurants, grocery stores, and convenience retailers, allowing agencies to deploy delivery-based initiatives at scale—whether for internal use or community-facing programs.



10) User Interface

i. Describe what features and capabilities are available to Participating Public Agencies as it relates to the products, services, and solutions being offered. Offeror's response may include, but is not limited to, the capabilities of a mobile app or website, reporting, scheduling, tracking, API's & integrations.

As described in the preceding pages, OMNIA Participating Public Agencies gain access to a wide range of configurable products through the Uber for Business platform—including rideshare, meal programs, vouchers, deliveries, shuttle services, and non-emergency medical transportation. Therefore, in the following section, we'll outline reporting capabilities and provide information regarding Uber's suite of APIs.

Real-time trip-level data

In the Uber for Business Dashboard, agency administrators can monitor trip-level data across all travel programs in real-time. They can filter trip activity by employee name, location, and date range, and access specific trip details—including spend, trip specifics, and any associated expense codes or memos—by selecting an individual ride. Additionally, administrators have options to email a receipt or request further information from employees, allowing updates to expense codes or memos, or enabling employees to switch the ride to their personal profile if necessary.

Data can be exported as a CSV file, enabling agencies to take a deep dive into program usage and customize their own reports if needed.

Data in our CSV export includes:

- Trip length and time (type) and assigned employee group of rider
- Request and dropoff times
- First and last name of rider
- Service type (product)
- Program (TDY, local, or other use case identifying travel)
- Memo field (trip justification)
- Pickup/dropoff locations
- Coordinator who created the trip (if applicable)

Total fare amount, fare (excluding taxes), taxes, tip, and local currency code.

Sample CSV report

When										Name, email, and ID					Trip information					
B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
Billing notes:																				
Transaction Timestamp (UTC)	Request Date (UTC)	Request Time (UTC)	Request Date (Local)	Request Time (Local)	Drop-off Date (UTC)	Drop-off Time (UTC)	Drop-off Date (Local)	Drop-off Time (Local)	Request Timezone Offset from UTC	First Name	Last Name	Email	Employee ID	Service	City	Distance (mi)	Duration (min)	Pickup Address	Drop-off Address	

Expense and billing					Fare details										
V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK
Expense Code	Expense Memo	Invoices	Program	Group	Payment Method	Transaction Type	Fare in Local Currency (excl. Taxes)	Taxes in Local Currency	Tip in Local Currency	Transaction Amount in Local Currency (incl. Taxes)	Local Currency Code	Fare in Home Currency (excl. Taxes)	Taxes in Home Currency	Tip in Home Currency	Transaction Amount in Home Currency (incl. Taxes)

Insights Dashboard

The Uber for Business Insights Dashboard provides OMNIA Participating Public Agencies with a clear, high-level view of overall program performance. Designed to support operational transparency and decision-making, this dashboard enables administrators to quickly assess adoption and usage trends across rideshare, meal, and delivery programs.

Administrators tap into an aggregated view of key metrics or sort data by programs to visualize:

- Program spend
- Trip volume
- Number of active users
- Spend by program

Similarly, agencies can view employee-related metrics to understand employee utilization. These include the number of:

- Invited employees
- Employees with a linked business profile
- First trips taken
- Active users

ii. Describe what options are available to Participating Public Agencies for booking and using the products, services, and solutions being offered. Offeror's response may include details related to turnaround time, on-going schedules, one-off scheduling, and any other detail associated with accessing the services included in your proposal.

OMNIA Participating Public Agencies can access Uber's rideshare, meal, delivery, and shuttle programs through flexible, easy-to-use tools. Options include on-demand requests, scheduled rides or orders, recurring programs, and one-time distributions.

Employees can book rides and meals instantly through the Uber app using their Business Profile, while administrators can coordinate trips on behalf of others using the Uber for Business Dashboard, Uber Central, or Uber Health.

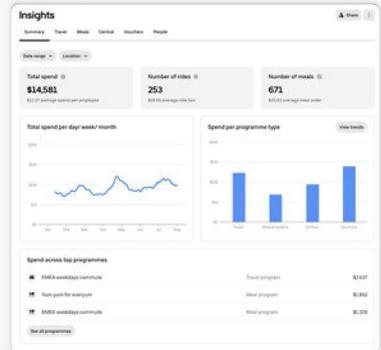
Vouchers can be configured and issued in real time for one-time or ongoing use.

Shuttle programs are developed with Uber's support team and may require additional setup time to align routes, schedules, and vehicle types. Across all programs, agencies benefit from quick turnaround times, scalable workflows, and support for both immediate and pre-planned needs.

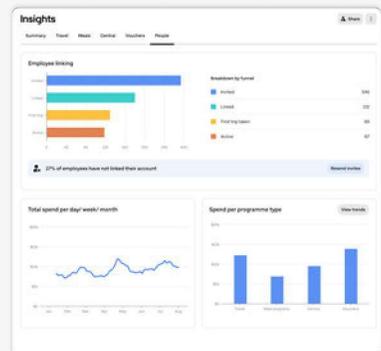


At a glance reporting

Track usage trends and program impact in one centralized view.



Aggregated data across programs



Employee usage snapshot

iii. Are there different platforms for the products, services, and solutions being offered? If so, describe in detail the features of your personal and business plans including how users switch between platforms.

Uber’s programs are managed through the Uber for Business Dashboard, a web-based platform where administrators can set policies, onboard users, and track real-time activity across rides, meals, deliveries, and shuttles.

Uber and Uber Eats apps they may already use personally. By toggling to their Business Profile at checkout, users activate agency-defined settings—such as spending limits or location controls—ensuring compliance while maintaining a familiar user experience.

Employees access these programs using the same

11) Customer Service

i. Please describe in detail your customer service policies and approach.

Administrator support

Agency administrators are assigned a Premium Support Specialist (PSS)—Uber’s highest level of support—for personalized assistance. Support tickets submitted via email (business-support@uber.com), dashboard chat, or phone are automatically routed to the assigned PSS based on region.

End User Support

Employees using Uber for rides or meals can access in-app chat support for issues related to their order or Business Profile. For employees enrolled in meal programs, live order support is also available 24/7 via phone in the U.S. and Canada to resolve real-time delivery issues.

ii. Describe how any high-level issues (outside normal complaints) will be handled.

High-level issues beyond standard support requests are escalated through the agency’s dedicated Uber account manager. If an administrator has an open ticket that requires urgent attention or is unsatisfied with the initial resolution, they may

contact their account manager directly. The account manager will then escalate the issue internally to the appropriate teams for prioritized review and resolution, ensuring a prompt and coordinated response.

iii. Provide additional information and documentation related to these services.

All relevant information regarding Uber’s customer support structure, escalation procedures, and user experience has been provided in the preceding sections. Additional documentation,

such as admin support guides, onboarding materials, and user FAQs, can be made available to Participating Public Agencies upon request or during program setup.

12) Account management features:

i. Describe options on how individuals will be billed for the products, services, and solutions being offered. Is this individually or monthly?

Uber supports both individual and monthly billing options. Participating agencies can choose between pay-per-order billing—where employees use a linked payment method at checkout—or centralized monthly billing, where all program activity

is consolidated into a single statement. Monthly invoices can be downloaded in PDF or CSV format and are payable via credit card or ACH. This flexibility allows agencies to align billing with their internal processes and program structure.

ii. Describe receipt retrieval.

For decentralized billing, receipts are automatically emailed to individual users and can also be accessed anytime within the Uber or Uber Eats app. For centralized billing, monthly statements are

emailed to designated agency contacts at the beginning of each month and can be downloaded from the Uber for Business Dashboard in PDF or CSV format.

iii. Describe management of invoicing at an enterprise level.

At the enterprise level, Uber offers centralized invoicing through the Uber for Business Dashboard. Agency administrators can assign invoice recipients, manage payment methods, and download monthly statements in PDF or CSV format. Invoices include detailed trip or

order-level data for all users under the program. This centralized approach simplifies reconciliation, supports multiple programs across departments, and aligns with standard government invoicing workflows.



1) Can the vendor provide all requested goods and services? i. Explain how the vendor’s products/services fulfill Region 4’s needs. Include whether specific categories or items are excluded.

Yes, Uber can provide all requested products outlined in Region 4’s solicitation, including rideshare, meal delivery, and on-demand logistics. Our solutions are flexible, technology-driven, and scalable—supporting both internal operations and community-facing programs. No categories or items are excluded from our offering.

2) Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract which can be provided by answering the attribute questions incorporated in Ion Wave.

Please see our responses in the Portal Attributes of Ion Wave.

i. The successful Offeror will be required to sign Appendix B, Exhibit A, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement by providing a redlined copy of Appendix B, Exhibit A, OMNIA Partners Administration Agreement.

Uber’s reviewed Appendix B and has identified certain areas of exceptions that may require further discussion and clarity between the parties in the attached Deviations form. If awarded, we look forward to reaching mutual agreement on the matters noted

ii. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Uber’s completed and attached the requested forms. Please note, however, that the non-collusion affidavit and the stockholder disclosure certification can be notarized if awarded or during negotiations.

3) How will the vendor ensure smooth contract implementation?

Our contract implementation and customer transition are designed for a seamless experience.

Phase 1: Onboarding & Account Setup:

- Dedicated Uber for Business representative assigned.
- Assistance with account creation and linking employee/team accounts.
- Guidance on setting up
- Organizational policies and spending controls.
- Integration with expense management systems (if applicable) facilitated.

Phase 2: Platform Training & Familiarization:

- Comprehensive training materials and resources provided
- Customized training sessions available
- Ongoing support for user adoption and platform navigation.

Phase 3: Program Activation & Monitoring:

- Gradual or full rollout of Uber Rides and Uber Eats programs
- Tools for administrators to monitor usage and compliance.
- Regular check-ins with our team to ensure smooth operation and address any initial questions.

i. Describe the transition plan for customers adopting the vendor's goods/services.

Uber expects to position the OMNIA Master Agreement as its flagship cooperative contract for national access, offering a unified contracting path for rideshare, meal, and logistics programs. Upon legal review and at the request of participating agencies, Uber will help transition existing accounts to this agreement to provide continuity of service while streamlining administrative and pricing terms.

4) What is the vendor's capability to meet service and warranty needs?
i. Detail how service requests and warranty claims will be handled.

Uber's ability to meet service and warranty needs is governed by the terms outlined in our attached sample agreement. Specifically, Section 11 ("Warranties; Disclaimer") details mutual warranties, Agency responsibilities, and applicable limitations.

5) How will the vendor distribute products/services to meet nationwide needs?
i. Include plans for marketing, distribution, and tracking volumes.

Uber is well-positioned to meet nationwide demand under the OMNIA Master Agreement through a coordinated marketing and distribution strategy led by our dedicated public sector team. This team will drive adoption from day one, leveraging our experience managing similar cooperative agreements and our operational footprint across all 50 U.S. states.

In the first 90 days following award, Uber will execute a structured rollout plan that includes: internal training and alignment, co-branded marketing materials, a dedicated landing page, and coordinated participation in

national and regional events. We have already committed to exhibiting at the 2025 NIGP Annual Forum and will continue to collaborate with OMNIA on additional promotional opportunities throughout the contract term.

To track program performance, Uber will implement a dedicated OMNIA tag in our sales intelligence platform. This will allow us to automate reporting and monitor spend volumes tied to the contract—supporting internal accountability and external reporting needs. This infrastructure ensures both visibility and scalability as more agencies join the program.



1) Has the vendor had a previous business relationship with Region 4?

No, to the extent that we're aware at the time of submission, Uber has not had a previous business relationship with Region 4 ESC.

i. Briefly describe any past contracts or interactions.

Not applicable.

2) Does the vendor have any conflicts of interest with any employees of Region 4 ESC?

No.

i. Please explain any potential conflicts that may exist and submit the proper documentation required under Texas law if a conflict does exist.

Not applicable.



1) Does the vendor comply with HUB laws and rules? i. Confirm compliance and include any relevant details.

Yes, Uber adheres to all applicable federal, state, and local laws, rules, and regulations, including those related to HUB certification and compliance. That said, we generally do not subcontract for the proposed scope of work and do not anticipate the need to do so for this agreement.



1) What is the long-term cost impact of the vendor’s products/services? i. Describe how the pricing and services offered affect Region 4’s long-term costs.

Uber’s pricing model offers long-term cost efficiency for Region 4 and participating agencies by eliminating platform fees and enabling agencies to pay only for what is used. With no upfront costs, centralized billing, and configurable program controls—such as spend limits, location restrictions, and time-based access—agencies can tightly manage budgets and align usage with available funding.

2) How are future product introductions priced? i. Explain how new products or services introduced during the contract will align with current pricing.

Any future products introduced during the term of the agreement will be priced in alignment with the proposed contract structure. The [REDACTED] will apply to all new products made available through the Uber for Business platform, ensuring consistent value for participating agencies. Dynamic pricing will continue to apply where relevant, in accordance with the RFP’s scope of work.

3) What standard price adjustments can be anticipated? i. Identify any standard increases related to cost of living adjustments or other factors that may impact pricing throughout the duration of the contract.

At the time of this submission, Uber proposes a [REDACTED] for the full agreement term and does not anticipate price adjustments related to factors such as cost of living adjustments.



1) Where is the vendor's principal place of business? i. Indicate if the vendor's headquarters is in Texas or if they employ 500 or more individuals in Texas.

Uber's headquarters is located at 1725 3rd Street, San Francisco, CA 94158. At the time of this submission, we do not have more than 500 employees residing in the state of Texas.



1) Provide any other relevant information. i. Include details that have not been covered elsewhere but may be helpful to Region 4 including any value-added services or unique offerings that differentiate your proposal.

A significant value-added differentiator for Uber is our dedicated support structure for the public sector. We go beyond standard customer service by offering specialized government sales and account teams who understand the procurement, compliance, and reporting needs of agencies like Region 4 ESC. These teams provide proactive, tailored guidance to help agencies meet their operational goals while navigating budget constraints and policy requirements.

With deep experience managing cooperative agreements and a strong commitment to partnership, Uber is ready to support Region 4 and OMNIA Partners in achieving lasting program success.

2) Are there any additional factors identified in the request for proposal that are relevant to the decision for award? i. Please address any factors you have identified in the RFP that may influence the award decision.

No additional factors have been identified beyond those already addressed throughout this proposal. All relevant requirements outlined in the RFP have been considered and incorporated into Uber's response.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity 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.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

Subrecipient means a non-Federal entity 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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 as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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 as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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 as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) 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.

(d) *Reporting requirement.*

(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 Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES Not applicable. Please refer to Deviation Form. Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror 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 Agency resulting from this procurement process.

Does offeror agree? YES Not applicable. Please refer to Deviation Form. Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES Not applicable. Please refer to Deviation Form. Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES Not applicable. Please refer to Deviation Form. Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ JB Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$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 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 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) 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 any Federal 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.
- (2) 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

This certification is a material representation 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. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ ^{DS}
JB Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES **Not applicable. Please refer to Deviation Form.** _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: **Not applicable. Please refer to Deviation Form.**

OR

Certificate of Non-Compliance with 49 USC §5323(j)

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor PPS Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

PPS
JB

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

Offeror's Name: Uber Technologies, Inc.

Address, City, State, and Zip Code: 1725 3rd Street, San Francisco, 94158, CA

Phone Number: 630-204-4195 Fax Number: N/A

Printed Name and Title of Authorized Representative: Josh Butler, Sr. Director

Email Address: sebastian.reszka@uber.com

Signature of Authorized Representative: Josh Butler Date: April 24, 2025
A27801C7ABAC4A5...

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ 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.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must 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 should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a 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 his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to 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, or 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 practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be

applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. 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.

- c. 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 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to 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.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 such 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 this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, 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) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient 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) of this section.

(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) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 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, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.
2. 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, and the appropriate Environmental Protection Agency Regional Office.
3. 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

1. 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.
2. 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, and the appropriate Environmental Protection Agency Regional Office.
3. 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

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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

Contractors who apply or bid for an award of \$100,000 or more shall 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 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 awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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.
2. 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.
3. 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 representation 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. Code. 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, Uber Technologies, Inc., 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.

DocuSigned by:

Josh Butler

A27801C7ABAC4A5

Signature of Contractor's Authorized Official

Josh Butler, Sr. Director

Name and Title of Contractor's Authorized Official

April 24, 2025

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, 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.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference 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 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.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. 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.
- ii. 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.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery 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.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.
- c. "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".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "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."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

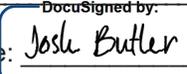
Offeror's Name: Uber Technologies, Inc.

Address, City, State, and Zip Code: 1725 3rd Street, San Francisco, CA 94158

Phone Number: 630-204-4195 Fax Number: N/A

Printed Name and Title of Authorized Representative: Josh Butler, Sr. Director

Email Address: sebastian.reszka@uber.com

Signature of Authorized Representative: 

Date: April 24, 2025

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

- 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;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Uber Technologies, Inc.

Organization Address: 1725 3rd Street, San Francisco, CA 94158

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Josh Butler	Title:	Sr. Director
Signature:	 <small>DocuSigned by: A27801C7ABAC4A5...</small>	Date:	April 24, 2025

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

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
(name of contracting unit)
the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

(to be signed notarized upon award or if selected for negotiations)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Uber Technologies, Inc.

Street: 1725 3rd Street

City, State, Zip Code: San Francisco, CA 94158

Proposal Certification:

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is 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 Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

April 24, 2025

Date

DocuSigned by:

Josie Butler

Authorized Signature and Title

STATE OF NEW JERSEY

Division of Purchase & Property

Contract Compliance Audit Unit

EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 452647441	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 10919								
4. COMPANY NAME Uber Technologies Inc.										
5. STREET 1515 3rd Street	CITY San Francisco	COUNTY SF								
	STATE CA	ZIP CODE 94158								
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None										
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER										
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0										
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT										
10. PUBLIC AGENCY AWARDED CONTRACT Department of Health										
	CITY	COUNTY								
	STATE	ZIP CODE								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%;">Official Use Only</th> <th style="width:20%;">DATE RECEIVED</th> <th style="width:20%;">NAUG. DATE</th> <th style="width:30%;">ASSIGNED CERTIFICATION NUMBER</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER				
Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER							

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	2456	1504	952	49	110	10	577	714	52	84	7	311	471
Professionals	7660	4675	2985	314	379	29	2119	1641	378	379	15	1143	997
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	756	316	440	80	100	8	21	99	139	108	6	24	139
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	10919	6495	4377	443	589	47	2717	2454	569	571	28	1478	1607
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 12/15/2022 To: 12/31/2022		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Nelson Lam	SIGNATURE 	TITLE Counsel, Employment	DATE MO DAY YEAR 08 22 2023
17. ADDRESS NO. & STREET 1515 3rd Street	CITY San Francisco	COUNTY SF	STATE CA
	ZIP CODE 94158	PHONE (AREA CODE, NO., EXTENSION) 415 - 316 - 7184	

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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 it 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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 Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

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

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

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

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

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

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

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

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

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

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

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

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

Uber



**2023
US Political
Engagement
Report**



Table of contents

Uber's approach to political engagement.....	1
Values and policy priorities	2
Internal decision-making process for contributions.....	3
Trade associations and tax-exempt organizations.....	4
Lobbying and grassroots advocacy.....	5
Board and internal oversight	6
Transparency	7
Uber's 2023 US Corporate Political Expenditures	8
Appendix: Political activity outside the United States.....	15





Uber's approach to political engagement

At Uber, we reimagine the way the world moves for the better. Our public policy teams contribute to that mission through responsible corporate participation in federal, state, and local public policy discussions on matters that affect our business.

We participate in the political process to help shape public policy and government actions to advance our business objectives and values. Uber also supports officials, candidates, and other politically oriented organizations

that promote policies that are aligned with our priorities and that we believe will have a positive impact on the communities we serve.

Uber believes in the value of transparency, accountability, and active participation in policy conversations to further the interests of our company and its stakeholders. In that spirit, this report is a transparent accounting of our US political engagement.



Values and policy priorities

Uber's values guide how it engages in policy conversations. We are a tech company that connects the physical and digital worlds to help make movement happen at the tap of a button. We believe in a world where movement should be accessible, safe, and sustainable. Regardless of your gender, race, religion, abilities, or sexual orientation, we champion your right to move and earn freely and without fear. We are committed to doing the right thing by our customers, local communities and cities.

Our key public policy and lobbying priorities include protecting driver and courier flexibility, extending new benefits and protections to independent contractors, addressing regulations on app-based delivery and mobility services, expanding drivers' access to affordable EVs and charging infrastructure, and responding to and supporting cities and states as they address challenges in an evolving world.





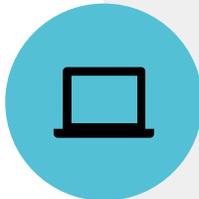
Internal decision-making process for contributions

All US political contributions must be approved by Uber’s Government Affairs Committee, the company’s internal governance structure comprising senior policy and business leaders in the United States. The committee provides oversight and approval of the company’s US political activity, including strategic considerations, risk assessments, and considerations regarding value alignment. It has a robust infrastructure that includes approval of contributions to candidate and political committees, political organizations, trade associations, and social-welfare and charitable organizations.

In determining whether to approve a request to make a political contribution, the committee may examine several factors, including, but not limited to, demonstration of

political leadership, representation of the communities Uber serves, voting record, committee assignments, and support for policies and initiatives of importance to Uber. Although we may be in agreement with certain positions that recipient committees take on public policy issues, contributions to those candidates and political committees do not necessarily indicate agreement with all their views.

All political contributions are made to promote the interests of Uber, without regard for the personal political views or interests of our executives or individual employees. No contribution is made to influence or reward an official act, to improperly obtain or retain business, or to improperly gain a financial or other advantage.



A summary of our US Corporate Political Activity Policy can be found [here](#)



Trade associations and tax-exempt organizations

Like most major companies, Uber belongs to trade associations including those organized under Internal Revenue Code Section 501(c)(6). Uber may also make donations to 501(c)(3) and 501(c)(4) tax-exempt charitable and social-welfare organizations. Some, but not all, of the groups that we support engage in political activities or government advocacy. We join these organizations for many reasons, including networking and thought leadership.

Although we may be in agreement with certain positions these organizations take on public policy issues, membership or support of a particular organization does not necessarily indicate agreement with all its views. Occasionally, an association or organization that we are

members of and / or support will take a position that differs from ours, and, in those cases, we may engage with the organization to express our views. If a significant misalignment of priorities were identified, the company could consider pausing membership or terminating the relationship. Uber will always prioritize its stated values and business objectives. If, for example, there were tension between a trade association’s specific position on climate change and Uber’s goal of net-zero climate emissions across all lines of business and operations by 2040, Uber would not support the trade association in its effort and instead opt to continue our own prioritization of environmental sustainability as it pertains to our platforms and to drive a green recovery in our cities.



We monitor the use of dues or payments to trade associations and other organizations to ensure consistency with the company’s values and long-term interests. This includes annual reviews of payments to such associations and organizations as part of our assessment of the overall efficacy of our membership and support.



Lobbying and grassroots advocacy

As policymakers consider issues related to our businesses, we believe it's our responsibility to advocate for sound policies to advance the interests of our company, customers, and stockholders. To that end, we frequently engage with policymakers, public officials, and regulators at the federal, state, and local levels.

Supporting this work, we've developed lobbying principles focused on ensuring that consultants act in compliance with the law, and with honesty and integrity in their representation to government officials. Consultants who lobby on Uber's behalf must confirm that they will observe these principles.

From time to time, we alert users—including drivers, riders, and small businesses—of potential changes to laws that could affect their experience with Uber's platform, because we feel it's important for them to follow and engage civically on matters that may directly affect them. We believe, for instance, that it's important for lawmakers to hear directly from drivers about why they value their flexibility and ability to work on their own schedule.



Learn more about Uber's policy positions

- [Environmental sustainability and climate change](#)
- [Safety](#)
- [Flexibility and benefits for drivers and couriers](#)



Board and internal oversight

Strong governance and risk management systems are critical parts of Uber's political and lobbying activities. The company maintains robust oversight of these activities, including at the Board of Directors level. The Board's Nominating and Governance Committee, as stated in its charter, oversees the company's efforts regarding environmental, social, and governance matters, including periodically receiving and reviewing from management reports regarding corporate political activities and contributions and lobbying activities. The committee is composed solely of independent directors and receives quarterly reports that provide information about Uber's political contributions to trade associations

and other tax-exempt organizations that may be used for political purposes.

Our Senior Vice President, Marketing and Public Affairs oversees political and lobbying activities. Use of company funds for any US political contribution requires approval in advance by Uber's Government Affairs Committee, the company's day-to-day internal governance structure. This committee, in consultation with Uber's legal team, oversees political contributions to ensure consistency and that our contributions comply with Uber policies and procedures, as well as applicable laws, regulations, and corresponding legal reporting requirements.



To view the current committee membership and charter, please visit the [Uber Investor Relations](#) site.



Transparency

In the interest of transparency for our stockholders and other stakeholders, we'll post our corporate political contributions and independent expenditures semiannually on our website.

Our federal lobbying expenses and the issues to which our lobbying efforts relate are publicly disclosed quarterly, pursuant to the Lobbying Disclosure Act. These reports are publicly available from the Clerk of the US House of Representatives and the Secretary of the US Senate.

In 2023, Uber had a lobbying presence at state and local levels in 47 states plus the District of Columbia. We publicly disclose state and local lobbying costs and activities where required by applicable law.



Uber began disclosing our political activity in H1 2020. You can find the aggregate data we previously disclosed [here](#) and [here](#).





Uber's 2023 US Corporate Political Expenditures



2023 political contributions

Uber does not have a federal PAC. Uber makes corporate contributions at the state and local levels where permissible by law. Below are the corporate contributions made in 2023.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Blanca Rubio for Assembly 2024	Blanca Rubio	CA	H1 2023	\$2,000
Chicago for the People	n/a	IL	H1 2023	\$100,000
Colorado for All 2023	n/a	CO	H1 2023	\$20,000 ¹
Cottie Petrie-Norris for Assembly 2024	Cottie Petrie-Norris	CA	H1 2023	\$3,000
Democratic Attorneys General Association	n/a	n/a	H1 2023	\$50,000
Democratic Legislative Campaign Committee	n/a	n/a	H1 2023	\$35,000
Dr. Akilah Weber for State Senate 2024	Akilah Weber	CA	H1 2023	\$2,000
Harry Truman Fund	n/a	WA	H1 2023	\$10,000
Heath Flora for Assembly 2024	Heath Flora	CA	H1 2023	\$3,500
Honor PAC	n/a	CA	H1 2023	\$10,000
House Democratic Campaign Committee	n/a	WA	H1 2023	\$1,000
Jacqui Irwin for Assembly 2024	Jacqui Irwin	CA	H1 2023	\$3,000
John Laird for Senate 2024	John Laird	CA	H1 2023	\$3,000
Living Life with Purpose	n/a	FL	H1 2023	\$2,500
Lori Wilson for Assembly 2024	Lori Wilson	CA	H1 2023	\$3,500
Matt Haney for Assembly 2024	Matt Haney	CA	H1 2023	\$2,000
People Above Politics	n/a	FL	H1 2023	\$2,500
Republican Attorneys General Association	n/a	n/a	H1 2023	\$50,000
Republican Legislative Delegation Campaign Committee	n/a	LA	H1 2023	\$1,000
Republican State Leadership Committee	n/a	n/a	H1 2023	\$35,000
SF Forward	n/a	CA	H1 2023	\$500
Shapiro-Davis Inauguration	n/a	PA	H1 2023	\$25,000
Susan Rubio for Senate 2026	Susan Rubio	CA	H1 2023	\$2,000
Tasha Boerner-Horvath for Assembly 2024	Tasha Boerner-Horvath	CA	H1 2023	\$2,000
The 2023 Governor's Inaugural Fund	n/a	CA	H1 2023	\$50,000
Vince Fong for Assembly 2024	Vince Fong	CA	H1 2023	\$2,500
All Together Colorado	n/a	CO	H2 2023	\$2,500
Angelique Ashby for Senate 2026	Angelique Ashby	CA	H2 2023	\$5,500
Arizona Democratic Party	n/a	AZ	H2 2023	\$75,000

¹Uber contributed ride codes for use by the public to travel to and from inauguration activities. This represents the total value of codes that could have been redeemed.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Arizona Senate Victory Fund	n/a	AZ	H2 2023	\$37,500
Avelino Valencia for Assembly 2024	Avelino Valencia	CA	H2 2023	\$5,500
Blanca Pacheco for Assembly 2024	Blanca Pacheco	CA	H2 2023	\$5,500
Brian Jones for Lt. Governor 2026	Brian Jones	CA	H2 2023	\$5,500
Buffy Wicks for Assembly 2024	Buffy Wicks	CA	H2 2023	\$5,500
Building on Your Dreams Political Committee	n/a	FL	H2 2023	\$2,500
Colorado Way Forward	n/a	CO	H2 2023	\$2,500
Committee for a Greater Miami	n/a	FL	H2 2023	\$10,000
Conservatives for a Better Florida	n/a	FL	H2 2023	\$5,000
Conservatives for Principled Leadership	n/a	FL	H2 2023	\$10,000
Democratic Governors Association	n/a	n/a	H2 2023	\$25,000
Flexibility and Benefits for Massachusetts Drivers 2024	n/a	MA	H2 2023	\$2,433,189
Florida Republican Senatorial Campaign Committee	n/a	FL	H2 2023	\$10,000
Friends Of Tommy Gregory	Tommy Gregory	FL	H2 2023	\$5,000
Gail Pellerin for Assembly 2024	Gail Pellerin	CA	H2 2023	\$2,500
Gregg Hart for Assembly 2024	Gregg Hart	CA	H2 2023	\$2,500
Honest Leadership	n/a	FL	H2 2023	\$2,500
House Victory Fund	n/a	AZ	H2 2023	\$37,500
James Gallagher for Assembly 2024	James Gallagher	CA	H2 2023	\$4,000
Jesse Gabriel for Assembly 2024	Jesse Gabriel	CA	H2 2023	\$5,500
Living Life With Purpose	n/a	FL	H2 2023	\$2,500
Marc Berman for Assembly 2024	Marc Berman	CA	H2 2023	\$5,500
New Opportunity Florida	n/a	FL	H2 2023	\$5,000
Rebecca Bauer-Kahan for Assembly 2024	Rebecca Bauer-Kahan	CA	H2 2023	\$5,500
Republican Governors Association	n/a	n/a	H2 2023	\$25,500
Republican Party of Florida	n/a	FL	H2 2023	\$12,000 ²
Soria for Assembly 2024	Esmeralda Soria	CA	H2 2023	\$3,000
True Freedom PC	n/a	FL	H2 2023	\$2,500
Uber Innovation PAC	n/a	CA	H2 2023	\$2,250,000 ³

²Uber contributed ride codes for use by the public to travel to and from event. This represents the total value of codes that could have been redeemed.

³See discussion of Uber Innovation PAC on next page.



Sponsored committee

In June 2021, Uber established Uber Innovation PAC, a California political committee. The sponsored PAC made the following contributions in 2023.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Bill Dodd Ballot Measure Committee for Progress, Reform & a Stronger California	n/a	CA	H2 2023	\$5,000
Haney Ballot Measure Committee for California Opportunity	n/a	CA	H1 2023	\$3,000
Integrity California	n/a	CA	H1 2023	\$20,000
Latino Victory	n/a	CA	H1 2023	\$25,000
My California Vote	n/a	CA	H1 2023	\$30,000
Bay Area Legislative Leaders PAC	n/a	CA	H2 2023	\$10,000
California Republican Party	n/a	CA	H2 2023	\$20,000
Honor PAC	n/a	CA	H2 2023	\$10,000
Keeping Californians Working	n/a	CA	H2 2023	\$250,000
Women in Power (WIP PAC)	n/a	CA	H2 2023	\$15,000



Corporate independent expenditures

Uber did not make any corporate independent expenditures in H1 2023 (January 1, 2023, to June 30, 2023) or H2 2023 (July 1, 2023, to December 31, 2023).





Trade association memberships

This is a list of corporate 501(c)(6) trade association memberships, where dues may be used for lobbying. It reflects associations with dues of \$50,000 and above paid in each semiannual period.⁴

Organization	Semiannual period	Amount
US Chamber of Commerce (C_TEC)	H1 2023	\$50,000-\$75,000
Florida Chamber of Progress	H1 2023	\$50,000-\$75,000
Drive Forward ⁵	H1 2023	\$125,001-\$150,000
TechNet	H1 2023	\$125,001-\$150,000
Chamber of Progress	H2 2023	\$75,001-\$100,000
Flex Association ⁵	H2 2023	\$350,001-\$375,000

In 2023, approximately \$150,000 of the membership dues listed above went toward lobbying.

Additional trade association support

Uber supports many trade associations in furtherance of its policy, safety, and sustainability goals. Below is a list of trade associations that Uber's Policy teams in the US supported in 2023 at levels under \$50,000 in each semiannual period.

- Associated Industries of Florida
- Associated Industries of Massachusetts
- Association of Washington Business
- Business Council New York State
- California Chamber of Commerce
- Chicagoland Chamber of Commerce
- Colorado Hispanic Chamber of Commerce
- Delaware State Chamber of Commerce
- Denver Metro Chamber of Commerce
- Florida Police Chiefs Association
- Forth
- Greater Miami Chamber of Commerce
- Greater Philadelphia Chamber of Commerce
- Greater Washington Board of Trade
- Illinois Chamber of Commerce
- Illinois Hispanic Chamber of Commerce
- Illinois Restaurant Association
- Latino Restaurant Association
- Little Village Chamber of Commerce
- Los Angeles Area Chamber of Commerce
- Maryland Chamber of Commerce
- Newark Regional Business Partnership
- North Carolina Chamber
- Oregon Business and Industry Association
- Oregon Restaurant & Lodging Association
- Orlando Economic Partnership
- Pennsylvania Coalition for Civil Justice Reform
- Pittsburgh Technology Council
- Project Education Plus
- Restaurant Association of Maryland
- Restaurant Association of Metropolitan Washington
- Retail Industry Leaders Association
- San Diego Regional Chamber of Commerce
- San Francisco Chamber of Commerce
- Seattle Metro Chamber
- SF Partnership
- Silicon Valley Leadership Group
- Tech:NYC
- Texans for Lawsuit Reform
- United States Hispanic Chamber of Commerce
- US Black Chambers
- Washington County Chamber of Commerce
- Washington Technology Industry Association

⁴This list reflects 501(c)(6) memberships initiated by Uber's Policy teams in the United States.

⁵A member of Uber's Public Policy team serves on the boards of Drive Forward and Flex Association.





Federal, state, and local lobbying

In 2023, Uber disclosed \$2,480,000 in US federal lobbying expenses. The reports for [Q1](#), [Q2](#), [Q3](#), and [Q4](#) are available on the US Senate website.

Uber had a lobbying presence—directly or through consultants—in 47 states plus the District of Columbia in 2023, spending approximately \$6,900,000 on contract lobbyists in furtherance of important policy goals. Uber filed reports and disclosed expenditures as required in state and local jurisdictions.



Appendix: Political activity outside the United States

Uber operates in more than 10,000 cities across approximately 70 countries. Around the globe, the company participates in the political process to help shape public policy and government actions that are consistent with our values and business objectives. As in the United States, our Senior Vice President, Marketing and Public Affairs oversees this political and advocacy activity. In every jurisdiction, Uber aims to have all interactions with public officials on behalf

of Uber conducted transparently, professionally, and in accordance with applicable national and local laws and regulations, as well as Uber’s policies and values. In jurisdictions where lobbying or some aspects of lobbying are separately regulated, Uber reports activity as required. For example, the company’s EU registration can be found here. Uber did not make any reportable political donations outside of the United States in 2023.



⁷ Based on our internal definition of city, which includes metropolitan areas that include several cities.

DOC #4, continued

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

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

(to be signed and notarized upon award or if selected for negotiations)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: 25-08; On-demand Transportation (Rideshare), Meals, and Logistics Solutions
VENDOR NAME: Uber Technologies, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

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

OR

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

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

Horizontal lines for providing details on entity engagement.

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

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

DocuSigned by:
Josh Butler
Signature

April 24, 2025
Date

Josh Butler, Sr. Director
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

DocuSigned by:

Josh Butler

Signature of Vendor's Authorized Representative

Josh Butler, Sr. Director

Print Name and Title of Vendor's Authorized Representative

Uber Technologies, Inc.

Vendor's Name

1725 3rd Street

Vendor's Address (Street Address)

San Francisco, CA 94158

Vendor's Address (City/State/Zip Code)

April 24, 2025

Date

45-2647441

Vendor's FEIN

630-204-4195

Vendor's Phone Number

N/A

Vendor's Fax Number

sebastian.reszka@uber.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version January 31, 2025

DOC #8

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: UBER TECHNOLOGIES INC.
Trade Name:
Address: 1455 MARKET STREET 4TH FLOOR
SAN FRANCISCO, CA 94103
Certificate Number: 1910256
Effective Date: October 28, 2014
Date of Issuance: April 23, 2025

For Office Use Only:
20250423011356843

[Return](#)

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

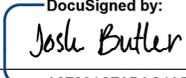
See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Josh Butler

Title: Sr. Director

Signature: 
A27801C7ABAC4A5...

Date: April 24, 2025



DOC #10
MACBRIDE-PRINCIPLES

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

BID SOLICITATION # AND TITLE: 25-05; On-Demand Transportation (Rideshare), Meals, and Logistics Solutions

VENDOR NAME: Uber Technologies, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

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

DocuSigned by:

Josh Butler

Signature C7ABAC4A5...

April 24, 2025

Date

Josh Butler, Sr. Director

Print Name and Title

Exhibit



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR
Solicitation Number 25-08
Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

ON-DEMAND TRANSPORTATION (RIDESHARE), MEALS, AND LOGISTICS
SOLUTIONS

SUBMITTAL DEADLINE: Thursday, April 24, 2025, 2:00 PM CENTRAL TIME

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC’s online procurement system Ion Wave Technologies, Inc. at <https://region4esc.ionwave.net>. No hardcopies, email, or fax responses will be accepted.

Questions regarding this RFP must be submitted electronically using <https://region4esc.ionwave.net> no later than March 31, 2025. All questions and answers will be available at <https://region4esc.ionwave.net>. Offerors are responsible for viewing Ion Wave Technologies, Inc. to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on March 25, 2025, at 10:00 am CST via Zoom Meeting at <https://esc4.zoom.us/j/97505804242?from=addon>.

The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC’s position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: February 25, 2025

I. SCOPE OF WORK

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified Offerors with the intent to enter into a Contract for On-Demand Transportation (Rideshare), Meals, and Logistics Solutions. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall provide products and services under the terms of this agreement. While this solicitation specifically covers On-Demand Transportation (Rideshare), Meals, and Logistics Solutions, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses.

Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide as a lead agency with OMNIA Partners. The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts or other cooperative members (sometimes referred to as "Participating Public Agencies") may not be considered. Sales without restrictions are preferred. These types of contracts are commonly referred to as being "piggybackable."

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX B).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of On-Demand transportation (Rideshare), Meals, and Logistics Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$100 Million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

Not to Exceed Pricing. Unless dynamic pricing is being used which will be indicated in the Supplier's offering, Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, in Not to Exceed Pricing the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

DYNAMIC PRICING

Given the scope of work, a dynamic pricing structure may be used to ensure Participating Public Agencies are continually receiving the best value. Under a dynamic pricing model, the market establishes the best value and the Master Agreement may not need to be amended when the market goes up or down. Presently, many public and non-profit entities utilize dynamic pricing for this type of scope of work. By offering Participating Public Agencies the ability to utilize the resultant contract(s), agencies can lower costs through reducing procurement expenses, improve their compliance and reporting, and potentially support a wider range of diverse suppliers.

SPECIAL OFFERS/PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-

exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

FEDERAL FUNDING PRICING

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

II. PRODUCTS AND SERVICES SCOPE

Although this section reflects the needs and requirements of Region IV ESC, OMNIA Partners Participating Public Agencies may have different requirements. The awarded vendor will have the ability offer their On-Demand (Rideshare), Meals and Logistics Solutions program nationally. The On-Demand (Rideshare), Meals and Logistics Solutions program may include products and services which Participating Public Agencies may elect to use. Participating Public Agencies may sign a supplemental or usage agreement with the awarded supplier substantially based on the terms and conditions of the Region IV ESC contract. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The description of scope is broken into sections to help delineate various On-Demand (Rideshare), Meals and Logistics Solutions requested. Offerors may provide offerings for one or more categories and are not limited to any one section. Offerors should describe their ability to provide all of the On-Demand (Rideshare), Meals and Logistics Solutions that their business currently offers. Proposals should be detailed with respect to the products, systems, solutions, and/or services that the Offer has expertise in providing. Offerors are encouraged to provide a complete product and service offering or balance of line.

1. TRANSPORTATION

- a) The following is a list of suggested products, services, and/or solutions that could be included; this list is not meant to be exhaustive, and Offerors may provide other products, services, and/or solutions as applicable.
 - 1) On-Demand Transportation (such as Rideshare)
 - 2) Planned or on-demand employee travel and commuting
 - 3) Internal and community-facing events transportation
 - 4) Health and human/social services for rides and transportation
 - 5) Supplemental transportation and business vehicle augmentation

2. MEALS

- a) Catering
- b) Meal delivery

- c) Food insecurity programs
- d) Food services for internal and community-facing events
- e) Health and human/social services for food

3. **OTHER DELIVERY, ON-DEMAND, AND LOGISTIC PRODUCTS, SERVICES, AND SOLUTIONS**

- a) Document delivery
- b) Courier services
- c) Other business and personal delivery services
- d) Other on-demand, and logistic products, services, and solutions

IV. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	02/25/2025
Pre-proposal Conference	03/25/2025 at 10 AM (CT)
Deadline for receipt of questions via -lonWave	03/31/2025 by 5 PM (CT)
Issue Addenda (if required)	04/01/2025
Proposal Due Date	04/24/2025
Approval from Region 4 ESC Board	06/24/2025
Contract Effective Date	08/01/2025

V. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Agreement, Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor, Vendor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days, unless otherwise specified

Offeror, Proposer: A supplier submitting a proposal in response to a solicitation.

2. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, through lonwave. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC’s agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period

between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

3. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
4. Additional Agreements: If an Offeror requires additional agreements. i.e. master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complementary to the terms and conditions stated herein, are for the use of Participating Agencies, and shall not replace Appendix A. If the Offeror wishes to request exceptions or deviations to any of the terms and conditions contained in this RFP or the attached contract template, the Offeror must identify the same with its proposal where indicated, or otherwise, such terms and conditions shall not be included in the final contract between Region 4 and Proposer.
5. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld unless Region 4 determines that withholding same is necessary to protect Region 4's competitive bidding processes.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of the Attorney General (OAG). Region 4 ESC and/or Offeror/Contractor must provide the OAG with sufficient information to render an opinion and, therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of the award, these documents may be made available for public inspection.

6. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

- b) To the best of Offeror's knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

7. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

8. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the right to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

9. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

10. Withdrawal of Proposals: Withdrawal (or retraction) of proposals prior to the opening date can be made within the electronic bidding system. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.
11. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
12. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
13. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
14. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
15. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
16. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

17. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
18. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
19. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
20. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
21. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain comparable or competing goods and services from other sources.
22. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Adam Tabor, Director of Procurement, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents; and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

VI. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

- a) the purchase price (35%);
- b) the reputation of the vendor and of the vendor's goods and services (5%);
- c) the quality of the vendor's good and services (20%);
- d) the extent to which the goods and services meet Region 4's needs (30%);
- e) the vendor's past relationship with Region 4;
- f) the impact on the ability of Region 4 to comply with laws and rules relating to historically underutilized businesses, if any;
- g) the total long-term cost to Region 4 to acquire the vendor's goods and services (10%);
- h) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (i) has its principal place of business in this state; or (ii) employs at least 500 persons in this state; and
- i) any other relevant factor specifically listed in the request for bids or proposals.

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Purchase price - This section focuses on the pricing and cost factors of the vendor's proposal.

- 1) How does the vendor price their products, services, and/or solutions?
 - i. Is pricing based on a discount from a manufacturer's price list, catalog, fixed price, or dynamic pricing? List which pricing mechanisms are being utilized as part of the Offeror's response.
 - ii. Include price and product, service, and/or solutions lists with the following information, if applicable: manufacturer or other part number, product/service description, manufacturers suggested or other list price, and net price.
 - iii. For dynamic pricing option, include the products, services, and/or solutions being offered under dynamic pricing and a sample of the pricing, charges, and any fees.
 - iv. Include any value added products, services, and/or solutions including any rebate and/or incentive programs.
- 2) Does the vendor offer a percentage discount for different categories of products/services?
 - i. If yes, please describe the discounts for each category.
- 3) Are shipping charges, freight charges, return fees, or restocking fees applicable?
 - i. Please describe any shipping costs or fees related to returns and restocking.
- 4) How does the vendor ensure contract pricing?
 - i. How can customers verify that they are getting the agreed-upon contract prices?
 - ii. Describe your pricing for each service and how it will be auditable by Participating Public Agencies

- 5) Are there additional discounts or rebates for larger orders or other factors?
 - i. Please describe any potential savings based on volume, annual spending, or other incentives.
- 6) What are the available ordering methods?
 - i. Online ordering, ordering through app, order tracking, search options, order history.
- 7) What is the invoicing process?
 - i. Include payment terms, acceptable payment methods, and any fees associated with credit card or procurement card (P-card) payments.
- 8) How will price updates be handled?
 - i. Describe the frequency and method for price adjustments during the contract term.

b) Reputation of the Vendor and of the Vendor's Goods and Services- This section evaluates the vendor's standing in the marketplace.

- 1) What is the vendor's reputation in the industry?
 - i. Provide a brief description of the vendor's standing and reliability in the market.
- 2) Are the vendor's products/services well-regarded?
 - i. Please describe how the vendor's products and services are perceived by customers. You are welcome to include any customer reviews or feedback to illustrate your response.
- 3) Provide at least 10 customer references.
 - i. For each reference, include:
 - Entity name
 - Contact name and title
 - Contact phone number and email
 - City and state
 - Years of service provided
 - Description of services/products provided
 - Annual volume of business handled for the customer

c) Quality of the Vendor's Goods and Services- This section addresses the overall quality of what the vendor offers.

- 1) How does the vendor ensure product/service quality?
 - i. Describe the quality standards and warranty options for products/services.
- 2) How does the vendor respond to emergencies?
 - i. Please outline the emergency response process for urgent orders.
- 3) What is the vendor's history of meeting delivery timelines?
 - i. Provide the vendor's average on-time delivery and fill rates.
- 4) How does the vendor handle returns and restocking?
 - i. Describe the return policy, restocking fees, and how these processes are managed.

- 5) Describe the customer service and problem resolution process.
 - i. Include hours of operation and contact methods for support.
- 6) As applicable to the products, services, and solutions being offered, describe Offeror's driver and/or staffing guidelines and standards for efficient routes, limiting wait-times, and avoiding logistic and scheduling issues.
- 7) As applicable to the products, services, and solutions being offered, describe the accommodations the Offeror can provide to passengers who have physical disabilities or individuals with dietary restrictions.
- 8) Products, services, and solutions
 - i. Which category or categories do the products, services, and solutions being offered fall under?
 - a. Transportation
 - b. Meals
 - c. Other Delivery, On-Demand, and Logistic Products, Services, and Solutions
 - ii. Describe in detail the products, services, and solutions being offered.
- 9) Safety And Reliability
 - i. Describe any processes and procedures to ensure the safety of your customer and reliability of your service including, but not limited to, background checks, driver screening, rider/driver validation, drug & alcohol testing, GPS tracking, vehicle standards & inspections, or any other verifiable step that is taken to ensure passenger safety.
 - ii. Describe the processes and safeguards you have in place to protect customer data and information.
 - iii. Describe in detail any and all company training for approved drivers and/or staff.
 - iv. Describe in detail your background check and safety procedures.
 - v. Provide a detailed explanation outlining the licenses and certifications that are:
 - a. Required to be held,
 - b. Actually held by your organization (including third parties and subcontractors that you use).
 - c. Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
 - vi. Provide a current list of licenses and certifications.
 - vii. Describe Offeror's current service area in the United States and which areas services will be offered under a resulting contract if awarded.

- viii. Provide a coverage map Include additional pertinent information on drivers and/or staff.

10) User Interface

- i. Describe what features and capabilities are available to Participating Public Agencies as it relates to the products, services, and solutions being offered. Offeror's response may include, but is not limited to, the capabilities of a mobile app or website, reporting, scheduling, tracking, API's & integrations.
- ii. Describe what options are available to Participating Public Agencies for booking and using the products, services, and solutions being offered. Offeror's response may include details related to turnaround time, on-going schedules, one-off scheduling, and any other detail associated with accessing the services included in your proposal.
- iii. Are there different platforms for the products, services, and solutions being offered? If so, describe in detail the features of your personal and business plans including how users switch between platforms.

11) Customer Service

- i. Please describe in detail your customer service policies and approach.
- ii. Describe how any high-level issues (outside normal complaints) will be handled.
- iii. Provide additional information and documentation related to these services.

12) Account management features:

- i. Describe options on how individuals will be billed for the products, services, and solutions being offered. Is this individually or monthly?
- ii. Describe receipt retrieval.
- iii. Describe management of invoicing at an enterprise level.

d) Extent to Which the Goods and Services Meet Region 4's Needs- This section measures how well the vendor's offerings align with Region 4's requirements.

- 1) Can the vendor provide all requested goods and services?
 - i. Explain how the vendor's products/services fulfill Region 4's needs. Include whether specific categories or items are excluded.
- 2) Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract which can be provided by answering the attribute questions incorporated in Ion Wave.
 - i. The successful Offeror will be required to sign Appendix B, Exhibit A, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement by providing a redlined copy of Appendix B, Exhibit A, OMNIA Partners Administration Agreement.

- ii. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- 3) How will the vendor ensure smooth contract implementation?
 - i. Describe the transition plan for customers adopting the vendor's goods/services.
 - 4) What is the vendor's capability to meet service and warranty needs?
 - i. Detail how service requests and warranty claims will be handled.
 - 5) How will the vendor distribute products/services to meet nationwide needs?
 - i. Include plans for marketing, distribution, and tracking volumes.

e) Vendor's Past Relationship with Region 4

- 1) Has the vendor had a previous business relationship with Region 4?
 - i. Briefly describe any past contracts or interactions.
- 2) Does the vendor have any conflicts of interest with any employees of Region 4 ESC?
 - i. Please explain any potential conflicts that may exist and submit the proper documentation required under Texas law if a conflict does exist.

f) Compliance with Historically Underutilized Business (HUB) Laws and Rules

- 1) Does the vendor comply with HUB laws and rules?
 - i. Confirm compliance and include any relevant details.

g) Total Long-Term Cost to Region 4

- 1) What is the long-term cost impact of the vendor's products/services?
 - i. Describe how the pricing and services offered affect Region 4's long-term costs.
- 2) How are future product introductions priced?
 - i. Explain how new products or services introduced during the contract will align with current pricing.
- 3) What standard price adjustments can be anticipated?
 - i. Identify any standard increases related to cost of living adjustments or other factors that may impact pricing throughout the duration of the contract.

h) Principal Business Location/Employee Count

- 1) Where is the vendor's principal place of business?
 - i. Indicate if the vendor's headquarters is in Texas or if they employ 500 or more individuals in Texas.

i) Any Other Relevant Factor

- 1) Provide any other relevant information.
 - i. Include details that have not been covered elsewhere but may be helpful to Region 4 including any value-added services or unique offerings that differentiate your proposal.

- 2) Are there any additional factors identified in the request for proposal that are relevant to the decision for award?
 - i. Please address any factors you have identified in the RFP that may influence the award decision.

j) Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

k) Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction including but not limited to experiences with Region 4 ESC and entities that evaluation committee members represent that may be taken into consideration when evaluating qualifications and experience; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

l) Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror. Additional investigations includes but is not limited to Region 4 ESC's right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Region 4 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the state criteria. Region 4 ESC shall not reimburse the Offeror for the costs associated with the interview process.

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of _____, 2025 by and between _____ ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of On-Demand Logistics (Rideshare), Meals, and Logistics Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-08 for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract,
 - ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
 - iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
 - iv. RFP and any Addenda,
 - v. Region 4's Electronic Bid Certifications,
 - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
 - vii. Offeror's proposal, as accepted by Region 4.
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.
- 12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".
- 13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Proposal prices should remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response or if dynamic pricing is being used. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

- 30) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulations must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

APPENDIX B



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

A. Driving speed to market to reach Public Agencies through process innovation

B. Encouraging competitive manufacturer offerings

C. Providing enhanced data driven analytics to suppliers and manufacturers

D. Identifying participant engagement opportunities for Suppliers and manufactures

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. 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 primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-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, to include, but not limited to:

- i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
- ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
- iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iv. Design, publication and distribution of co-branded marketing materials within first 90 days
- v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
- vii. Dedicated OMNIA Partners page on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website;
 - A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual

volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.6 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be

accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.

- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating 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 list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- F. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- G. 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 primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- H. Provide a detailed ninety-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, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- I. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.
- J. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- K. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- L. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

- iv. Knowledge of benefits of the use of cooperative contracts
- M. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- N. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- O. Explain in detail how Supplier 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.
- P. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- Q. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- R. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- S. Even though 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.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. 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 OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a supplier, dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another

business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and

images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales. Supplier acknowledges that OMNIA Partners is not a supplier or vendor of Supplier and shall not condition payment of Administrative Fees under this Agreement on any attestation or certification to Supplier's policies or procedures.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA

Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

19. 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, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

OMNIA PARTNERS, PUBLIC SECTOR, INC.

Signature

Name

Title

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

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

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity 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.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

Subrecipient means a non-Federal entity 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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 as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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 as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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 as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) 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.

(d) *Reporting requirement.*

(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 Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating 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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating 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 Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all 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), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity 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 (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror 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 Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$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 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 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) 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 any Federal 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.

(2) 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

This certification is a material representation 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. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES:

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ 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.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must 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 should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a 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 his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to 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, or 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 practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be

applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. 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.

- c. 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 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to 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.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 such 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 this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, 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) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient 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) of this section.

(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) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 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, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. **Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.
2. 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, and the appropriate Environmental Protection Agency Regional Office.
3. 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

1. 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.
2. 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, and the appropriate Environmental Protection Agency Regional Office.
3. 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

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required auditservices.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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

Contractors who apply or bid for an award of \$100,000 or more shall 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 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 awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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.
2. 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.
3. 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 representation 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. Code. 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

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, 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.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference 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 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.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. 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.
- ii. 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.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery 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.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.
- c. "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".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "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."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

- 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;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

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 _____.

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)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Date

Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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 Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

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

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

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



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date
*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version January 31, 2025

DOC #8

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____



DOC #10
MACBRIDE-PRINCIPLES

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

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

Signature

Date

Print Name and Title

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and 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 Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

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

While this information is not to be considered all inclusive, some state specific information can be found here: [Cooperative Purchasing Resources for State Government | OMNIA Partners](#)

Some states or other Participating Public Agencies may require additional participating addendums or local agreements.

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR

CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR

CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON 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
LYNNNDYL, 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

Version January 31, 2025

TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

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

ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY,
INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT
DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE
SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT,
OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION
DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT,
OR
BONANZA R.F.P.D., OR

BONANZA-LANGELL VALLEY VECTOR CONTROL
DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD
DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
OR
CHRISTMAS VALLEY PARK & RECREATION
DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL
DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER
DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT
DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT,
OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR

CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE
DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE
DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION
DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE
DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT,
OR
EAST UMATILLA COUNTY AMBULANCE AREA
HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR

ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR

HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR

JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR

LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR

MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT,
OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE
DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION
DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE
DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD
DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY
CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT,
OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT,
OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT,
OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR

MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT,
OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION
DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. 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
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR

SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT,
OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT,
OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT,
OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
OR

UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT,
OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION
DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE
DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION
DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT,
OR
WATERBURY & ALLEN DITCH IMPROVEMENT
DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT,
OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT,
OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK &
RECREATION DISTRICT, OR

WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT
DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
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
SALEM-KEIZER PUBLIC SCHOOLS 24J
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 CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

Certificate Of Completion

Envelope Id: 2E433C10-47EF-4C30-A477-0888DD8C2518

Status: Sent

Subject: Council Legislation - Uber Technologies

Source Envelope:

Document Pages: 298

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

10/13/2025 2:53:26 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Elizabeth Jefferson

Sent: 10/13/2025 3:11:20 PM

Viewed: 10/13/2025 3:12:16 PM

Signed: 10/13/2025 3:13:57 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication (None)

Dennis Rowland

Sent: 10/13/2025 3:14:09 PM

Viewed: 10/13/2025 3:40:59 PM

Signed: 10/13/2025 3:41:14 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Jenneen Reed/mjw

Sent: 10/13/2025 3:41:29 PM

Viewed: 10/13/2025 3:49:54 PM

Signed: 10/13/2025 3:50:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 10/13/2025 3:49:54 PM

ID: 97a52db0-f279-48ea-ad60-ac2ae1a4ad2e

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication (None)

Kelli Woodward

Sent: 10/13/2025 3:50:47 PM

Viewed: 10/13/2025 3:54:30 PM

Signed: 10/13/2025 3:55:09 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:

Accepted: 10/13/2025 3:54:30 PM

ID: 92a9f6d8-b746-400e-be04-ca767c798247

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 10/10/2025 12:22:58 PM
ID: 47e3abd0-088a-468d-bcde-ca3e6b8a3443

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 10/13/2025 3:54:30 PM
ID: 92a9f6d8-b746-400e-be04-ca767c798247

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 10/13/2025 9:10:32 AM
ID: 96fa8d52-bd1d-4ef0-8618-d91ec830de44

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent

Hashed/Encrypted

10/13/2025 3:11:20 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. **FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. **GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .