



Cooperative Purchase Request

Instructions for Use:

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. Oct. 1, 2024

Part 1 - Requesting Department Information			
Contact Person	Andrew Tinsley	Department	General Services
Email	Andrew.Tinsley@nashville.gov	Phone	615-862-6787
Date Submitted	09/25/23		

Part 2 - Cooperative Information			
Cooperative Entity	Omnia	Originating Agency	Port of Portland
Vendor	Farber Specialty Vehicles	Contract Number	177718
Contract Start	July 26, 2024	Contract Expiration	July 25, 2029
Solicitation Method	RFP		
Description of good/services procured	Emergency and Specialty Vehicles, Equipment and Accessories and Any Related Equipment, Supplies and Services		

Part 3 - Utilizing Departments		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:
		Fire, Police, NDOT, Parks, Sheriff, Water

Part 4 - Attachments & Attestations		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the original contract from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
<input checked="" type="radio"/>	<input type="radio"/>	Do you accept the terms and conditions of the contract without exception?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Was the solicitation advertised, open, and unrestricted?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
This cooperative has been competitively bid and is already in place for use to procure a wide range of specialty vehicles. The specialty vehicles can be utilized by multiple departments for emergency response command units to mobile booking units.		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
	10/1/2024 2:35 PM CDT	← Department Contact/Requestor
Gerald Smith	10/1/2024 3:15 PM CDT	← Department Head
Dennis Rowland	10/3/2024 2:05 PM CDT	← Purchasing Agent





Cooperative Request Review

This cooperative request for ambulance, emergency vehicles, fire apparatus and specialty vehicles, equipment, and accessories and related equipment, supplies, and services from Farber Specialty Vehicles via Omnia contract 177718 is recommended for approval.

The anticipated project value is **\$20,000,000.00**. The cooperative will be utilized by **General Services** on behalf of **Fire, Police, NDOT, Parks, and Water**.

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 the Port of Portland. The Port of Portland is a public institution in Oregon that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with three (3) offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request the cooperative purchasing agreement is primarily for supplies and products. To the extent that services are included, they are related to the functionality and performance of these supplies and products. It is, therefore, in the best interest of Metro to utilize a cooperative that provides for both the supplies/products and their associated supportive services.

Value Justification

It is unlikely that Metro, as a single government entity, would obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement leverages both the scale of Omnia membership and the competition of three offers.

Further, cooperatives have proven the most reliable supply chain for fleet during the last three to five years. That is because cooperative contracts generally receive priority from suppliers due to the number of governmental entities utilizing these contracts.

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. There is, therefore, minimal impact on minority or women owned businesses programing resulting from utilization of this cooperative.



REQUEST FOR PROPOSALS

Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

Solicitation Number 2022-9961

November 29, 2023

Single Point of Contact: Julia Fraser (See Section 1.6)

Phone: (503) 415-6541

E-mail: Julia.fraser@portofportland.com

Proposals Due: Not later than 4:00 P.M, January 31, 2024
LATE PROPOSALS MAY NOT BE ACCEPTED

Virtual Pre-Proposal Meeting:

A virtual pre-proposal meeting will be held for this solicitation at 10:00 A.M, PST, on Thursday, December 14, 2023, via Microsoft Teams Meeting. Attendance is optional. This meeting is intended to clarify the information provided in this Request for Proposals (the "RFP") and to provide an opportunity for interested parties to ask questions regarding the Port of Portland's solicitation requirements and process.

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Attachment A – Requirements for National Cooperative Contract

1 OVERVIEW

1.1 Introduction

The Port of Portland (herein the “Port” or “Principal Procurement Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from experienced firms (the “Provider or Providers”) capable of providing to the Port and potentially other Participating Public Agencies a complete line of Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment And Accessories and Related Equipment, Supplies and Services (herein “Products and Services”), and entering into a master agreement to provide such Products and Services.

The Port intends to award one or more highly qualified Providers up to a five (5) year contract. At the Port’s option, the contract may be extended for up to two additional years, in one-year increments. The anticipated full term of the contract is seven (7) years. The Provider is expected to have the opportunity to enter into cooperative agreements to provide Products and Services to other Participating Public Agencies that can access the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All such cooperative agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.

The overall objective of this RFP is to select a Provider that will provide Products and Services in the most cost-effective manner while maintaining the highest quality and standards. Qualified Providers are invited to submit proposals based on the information provided in this RFP with the intent to establish a national cooperative business alliance with the Port and OMNIA Partners, that will maximize the resources of both such organizations to most effectively meet the collective needs of OMNIA Partners, the Participating Public Agencies, and the Port.

1.2 Master Agreement

The Port, as the Principal Procurement Agency (as defined in Attachment A), has partnered with OMNIA Partners to make the contract that results from this RFP (also known as the “Master Agreement” in materials distributed by OMNIA Partners) available to other Participating 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, through OMNIA Partners’ cooperative purchasing program. The Port is acting as the Principal Procurement Agency for any other Participating Public Agency that elects to utilize the Master Agreement. Use of the Master Agreement by any Participating Public Agency is preceded by their registration with OMNIA Partners 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 within Attachment A, or as otherwise agreed to. Attachment A contains

additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is a purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, Principal Public Agencies now have access to more competitively solicited and publicly awarded cooperative agreements.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Provider, OMNIA Partners provides marketing and administrative support for the Provider that directly promotes the Provider'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 Provider benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Provider's need to respond to additional competitive solicitations. As such, the Provider must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Provider and respond to the OMNIA Partners documents (Attachment A).

While no minimum volume is guaranteed to the Provider, the estimated annual volume of all Products and Services purchased from all registered providers under the Master Agreement is approximately \$50M. This projection is based on current annual volumes among the Port and the other Participating Public Agencies that are anticipated to utilize the Master Agreement, and volume growth into other Participating Public Agencies through a coordinated marketing approach between the Provider and OMNIA Partners.

1.3 Shared Prosperity

The Port has focused its mission on building shared prosperity for the region through travel, trade, and economic development. The Port is using its resources to reduce barriers and create opportunities for communities of color, low-income workers and people with disabilities. The Port desires to remove barriers for historically underserved communities that may hinder fair treatment and equitable access to employment opportunities within our region. To further that goal, the Port will consider Provider's company social responsibility employment practices and community efforts when evaluating proposals.

1.4 Sample Contract

Provided acceptable proposals are received, the Port intends to enter into one or more contracts based on this RFP. Such contract(s) shall be subject to the Port's standard terms and conditions provided for review as Schedule 1.4 Sample Contract and its associated Schedules.

1.5 RFP Schedule

The following schedule is tentative and subject to change at the Port’s sole discretion:

- November 29, 2023 Issuance of RFP to prospective Providers
- December 14, 2023 Pre-proposal meeting with prospective Providers
- December 18, 2023 Questions and answers (Q&A) period ends
- January 31, 2024 4 p.m. deadline for receipt of proposals
- March 18, 2024 Presentations, demo or interviews (if required)
- March 28, 2024 Selection of apparent successful Provider announced
- July 1, 2024 Contract begins (approx.)

1.6 Single Point of Contact

Julia Fraser, Sr. Procurement Specialist, is the solicitation manager for this RFP and is the Single Point of Contact (SPC) for Providers during the RFP process (refer to Section 2.1.4 for information on questions). Contact with other Port employees, officials, or representatives regarding this RFP, including without limitation any attempt to influence a member of the evaluation team is prohibited. Such conduct by a Provider will be grounds for immediate rejection of its proposal.

1.7 Scope of Products and Services

See Schedule 1.7 for the scope of products and services.

1.8 Airport Security and Badging Requirements

The successful Provider will be required to comply with all rules and regulations governing airport security, including but not limited to the security and badging requirements set forth in the Portland International Airport (PDX) Rules (available at http://cdn.portofportland.com/pdfs/PDX_Rules.pdf), and regulations promulgated by the U.S. Transportation Security Administration (“TSA”) and the U.S. Federal Aviation Administration (“FAA”), as more fully described in the Sample Contract attached as Schedule 1.4 and its associated Schedules. Providers are encouraged to obtain and thoroughly review the PDX Rules and other governing rules and regulations before submitting a proposal.

1.9 Security Requirements at Other Premises

The successful Provider will be required to comply with all applicable security requirements for all Port premises where services are performed, as more fully described in Schedule 1.4 Sample Contract and its associated Schedules. Providers are encouraged to obtain and thoroughly review applicable security requirements before submitting a proposal.

1.10 General Requirements

Provider must affirm it is in full compliance with all applicable laws and regulations in connection with the Products and Services. Provider must state how it will ensure continued compliance through the term of the Master Agreement.

Provider shall indicate its maximum bonding capability. Provider will provide a signed and notarized statement, from a surety company, stating that Provider is authorized to transact business in all fifty (50) states.

Provider shall provide all applicable warranties as part of its proposal and describe its ability, in business days, to provide any required warranty service to the Port or a Participating Public Agency.

Provider shall describe its process for notification of equipment recalls, technical service bulletins, or other important notifications affecting Products, and indicate the timing of such notifications.

2 PROPOSAL PROCESS

2.1 General

2.1.1 Evaluation

Proposals will be evaluated by a Port evaluation team. The evaluation will be in accordance with Section 3.2.2, Required Submissions and Evaluation Criteria, and may include requests by the team for additional information, oral discussions, site visits, and inquiries into the experience and responsibility of the Provider.

2.1.2 No Obligation to Award; Costs; Cancellation or Rejection

The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the Port to award a contract. The Port will not pay any costs incurred in responding to this RFP. The Port may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100.

2.1.3 Commencement of Work

The successful Provider may not commence work until receipt of a fully executed contract.

2.1.4 Questions

All questions relating to this RFP must be posed through the Port's online bidding system at www.portofportland.com/Business/Vendors. Questions received fewer than five (5) business days prior to the deadline for receipt of proposals may not be considered.

2.2 Pre-Proposal Interpretation of Contract Documents

2.2.1 Changes to RFP

a) The Port reserves the right to make changes to the RFP. Changes will be made by written addendum which will be issued to all prospective Providers listed for the RFP in the Port's online bidding system.

b) Prospective Providers may request or suggest any change to the RFP by submitting a written request through the Port's online bidding system. The request shall specify the RFP provision in question and contain an explanation for the requested change. The request must be submitted at least five (5) business days prior to the

deadline for receipt of proposals.

c) The evaluation team will evaluate all requests submitted but reserves the right to determine whether to accept the requested change.

2.2.2 Amend or Withdraw Proposal

A Provider may amend or withdraw its proposal any time prior to the time and date established for proposal submission.

2.3 Public Disclosure of Proposals

2.3.1 General Rules

a) Oregon's Public Records Laws

Pursuant to Oregon's public records laws (ORS 192.311 to 192.431), any information provided to the Port pursuant to this RFP is subject to public disclosure in response to a public records request.

b) Oregon Public Contracting Code Disclosure Limitations

Consistent with ORS 279B.060(6)(a), the Port:

i. does not make proposals open for public inspection until after the notice of intent to award a contract is issued, and

ii. at the Port's election, may open proposals in a manner to avoid disclosing contents to competing Providers during the process of negotiation (except that the Port will make available the identity of all Providers after the proposals are opened).

2.3.2 Exemptions from Disclosure

a) Exemptions Generally

The general public disclosure requirement under Oregon's public records laws is subject to a number of exemptions. The Port advises each Provider to reference Oregon's public records laws and to consult with its own legal counsel regarding public records issues prior to submitting a proposal.

b) Trade Secrets

Consistent with ORS 279B.060(6)(b), after the Port issues notice of intent to award the Port may withhold from disclosure certain, specific information within a proposal that is exempt from disclosure as "trade secrets" under ORS 192.345(2). Such information must be properly marked in accordance with Section 2.3.3b) below and remains subject to disclosure as described in Section 2.3.4 below.

c) Information Submitted in Confidence

Unless expressly provided otherwise in this RFP or in a separate written communication from an authorized representative of the Port, the Port does not oblige itself to withhold from public disclosure any proposal information submitted "in confidence" as provided under ORS 192.355(4) unless the information is otherwise exempt from disclosure under

Oregon law. The Port considers proposals submitted in response to this RFP to be submitted in confidence only until the Port completes its evaluation of all proposals and publicly announces the results.

2.3.3 Properly Marking Information Believed to be Exempt

a) Generally

If a Provider believes that any specific information within its proposal is exempt from disclosure under Oregon's public records laws, the Provider must:

- i. prominently mark all such specific information as exempt in its proposal; and
- ii. submit a duplicate copy of its complete proposal, with only the specific information that the Provider believes is exempt redacted such that it is not legible to readers. Marking the entire proposal as exempt from disclosure or marking lengthy passages as exempt in a "blanket" manner, is not acceptable and the Port may consider such proposals to be improperly marked (refer to Section 2.3.4 below regarding improperly marked proposals). When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed. The Port reserves the right to determine, in its sole discretion, whether a proposal has been properly marked to assert exemptions from disclosure.

b) Trade Secrets

If a Provider believes that any specific information within its proposal is exempt from disclosure as a "trade secret" under ORS 192.345(2), then in addition to meeting the proposal marking and submission requirements set forth in Section 2.3.2a) above the Provider must complete and submit with its proposal a Certification of Trade Secret in the form attached as Schedule 2.3.3.

c) Information Submitted in Confidence

Unless expressly provided otherwise in this RFP or in a separate written communication from an authorized representative of the Port, the Port does not oblige itself to withhold from public disclosure any proposal information submitted "in confidence" as provided under ORS 192.355(4) unless the information is otherwise exempt from disclosure under Oregon law. The Port considers proposals submitted in response to this RFP to be submitted in confidence only until the Port completes its evaluation of all proposals and publicly announces the results.

2.3.4 Improperly Marked Proposals

The fact that a Provider marks information in its proposal as exempt from disclosure does not necessarily mean that the information is exempt. Upon the receipt of a public records request, the Port will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Providers are cautioned that improperly marked proposals are subject to disclosure in their entirety. If a Provider fails to identify information in a proposal that the Provider believes is exempt from disclosure, the Provider waives any future claim that such information is exempt.

2.4 Electronic Submission of Proposals

2.4.1 Requirements

Each Provider's submission in response to this RFP must:

- a) include a single file that contains the complete proposal and Schedule 3.2.1 Proposal Form, and
- b) if applicable pursuant to Section 2.3.2 above, include one file that contains a completed Schedule 2.3.3 Certification of Trade Secret form and a **redacted** copy of the complete proposal, as provided in such subsection.

2.4.2 Proposal Submission Method

Proposals must be submitted by electronic means by uploading Adobe Acrobat, Microsoft Word, and/or Excel files to the Port's online bidding system, preferably in one .zip file. Do not use spaces, dashes, or any punctuation other than periods (.) in the file name uploaded into the system.

2.4.3 Period of Irrevocability

Proposals will be offers that are irrevocable for a period of sixty (60) days after the time and date proposals are due. Proposals must contain the name, address, email, and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

2.5 Protests

2.5.1 Protest Submission

A Provider or prospective Provider who wishes to object to or protest any aspect of this procurement as provided under ORS Chapter 279B, including but not limited to, matters that are apparent on the face of the solicitation documents (such as the Scope of Services, specifications, and Schedule 1.4 Sample Contract and its associated Schedules) and the award of the contract must deliver a written protest to the Manager of Contracts and Procurement via email to: popcontracting@portofportland.com. A protest is delivered for the purposes of this paragraph when it is received by the Port's Contracts and Procurement Department Staff.

2.5.2 Protest Content; Incomplete Protests; Port Investigation and Response

A protest will be deemed to include only the documents timely delivered pursuant to this paragraph. It must identify the prospective Provider's name and contact information and be sent by an authorized representative of the Provider. It must contain all information required for protests under ORS Chapter 279B, clearly state all grounds for the protest and the relief sought, and include all supporting evidence, in the form of physical evidence, documents, or affidavits. The Port reserves the right to decline to consider protests that do not include the required information. The Port may investigate as it deems appropriate in reviewing the protest and will issue a written decision in response to the protest.

2.5.3 Timeliness

a) Matters that are Apparent on the Face of the Solicitation Documents or that are Otherwise Known or Should Have Been Known

If the protest relates to matters that are apparent on the face of the solicitation documents or to matters that are otherwise known or should have been known to the protester, the protest must be delivered no fewer than five (5) business days prior to the deadline for the Port's receipt of proposals.

b) Other Matters (including Contract Award)

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event more than five (5) business days, after the protester knows or reasonably should have known of the award of the contract, the Port's intent to award the contract, or other matters to which the protest is addressed. If the Port receives only one proposal, the Port may dispense with the intent to award protest period and proceed with negotiations and award.

c) Untimely Protests

The Port reserves the right to decline to review untimely protests.

2.5.4 Right to Protest Contract Award (Specifically)

In addition to meeting the other protest requirements set forth in this RFP, a Provider may only protest the award of the contract (or notice of intent to award the contract, whichever occurs first), if the Provider is adversely affected because the Provider would be eligible to be awarded the contract in the event the protest was successful and the reason for the protest is one of the reasons specified in ORS 279B.410(1)(b).

2.5.5 Appeal Rights

If a protester disagrees with the written decision issued by Port's Manager of Contracts and Procurement, the protester may appeal in writing to the Port's Executive Director. The written appeal must clearly state the grounds on which the Provider believes the Port's protest decision should be overturned and must include all legal arguments and all evidence in support of the appeal, in the form of physical evidence, documents, or affidavits. The written appeal must be received by the Executive Director, Port of Portland, 7200 N.E. Airport Way, Portland, OR 97218 (mailing address P.O. Box 3529, Portland, OR 97208), within five (5) business days after the protester's receipt of the written decision issued by Port's Manager of Contracts and Procurement. The Executive Director will issue a written decision to the protest. The Executive Director may decline to consider a late appeal.

2.5.6 Action after Denial of Protest and Appeal

The Port may proceed with the procurement after denial of the protest or denial of the appeal, including but not limited to contract award, execution, and performance.

3 PROPOSAL STRUCTURE CONTENT AND EVALUATION CRITERIA

3.1 Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Provider's ability to satisfy the requirements of this RFP. Responses to each section and subsection should be labeled to indicate the criterion being addressed. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the Provider. The Port is not responsible for any expense incurred in the preparation of proposals.

3.2 Format

Proposals shall conform to the following format:

3.2.1 Part I - Proposal Form

Providers must complete the Proposal Form, attached as Schedule 3.2.1, and include it as the first page of their proposal. This form does not count toward the page limitation.

3.2.2 Part II - Required Submissions and Evaluation Criteria

In addition to the required Section 3.2.1 above, Providers must submit information that enable the Port's evaluation team to evaluate proposals based upon the criteria shown below. If no criteria weighting is shown, then the criteria are listed in their relative order of importance. Although some of the criteria may be given more weight than others, each Provider is expected to provide the Port with a comprehensive proposal which allows the Port to do a complete evaluation against the criteria. A response to ATTACHMENT A must be included with submission.

4 PROPOSAL CONTENT AND EVALUATION CRITERIA

Firms interested in being considered for this work must submit the following written information for review by the evaluation team.

4.1 Qualifications, Experience or Provider - Weight 30%

4.1.1 Provider shall provide a brief history of the Provider and its organization. Include the Principal or Officer of the organization who will be the Port's primary point of contract during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects of the Scope of Services on behalf of the Provider.

4.1.2 Provide a listing of key personnel who will be assigned to the Port's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4.1.3 Provider must demonstrate that it has been a manufacturer of these Products and Services with a minimum of ten (10) continuous years' experience building like vehicle types and sizes in the industry and provide their vehicle production output per year for the last three (3) years being 2020, 2021 and 2022.

4.1.4 Summarize your experience in providing products and services similar to those outlined in the Scope of Services. Include number of years of experience, if provider is a manufacturer. References from other public agencies, particularly municipal governments, are preferred.

4.1.5 Provide vehicle production output, if Provider is a manufacturer, per year for last three (3) years – 2020, 2021 and 2022.

4.1.6 Pursuant to Schedule 1.7 Scope of Services, Section 4.4.2 – Product References, Provider shall provide product references, as detailed in, for each product line Provider is offering:

a) Ambulance and Emergency Vehicles, Equipment and Accessories

Provider must provide a list of at least five (5) customers currently using ambulance and emergency vehicles manufactured by its company. Reference information should be as follows:

- Organization Name
- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

b) Fire Apparatus Vehicles, Equipment and Accessories

Provider must provide a list of at least five (5) customers currently using fire apparatus vehicles, including any ARFF vehicles manufactured by its company. Reference information should be as follows:

- Organization Name
- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

c) Specialty Vehicles, Equipment and Accessories

Provider must provide a list of at least five (5) customers currently using specialty vehicles. Reference information should be as follows:

- Organization Name
- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project

- Exterior Picture of Vehicle

4.1.7 Describe the financial condition of Provider.

4.1.8 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.

4.1.9 Provider must affirm it is in full compliance with all applicable laws and regulations in connection with the Products and Services. Provider must state how it will ensure continued compliance through the term of the Master Agreement.

4.1.10 Include a detailed response to Attachment A, Exhibit A - Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Provider will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

4.1.11 The successful Provider will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement (Example) prior to Contract award. The Agreement shall be signed no later than issuance of the Ports Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

4.1.12 Submit any additional information applicable to your qualifications and experience.

4.1.13 Provide the qualifications of technicians that will be servicing equipment throughout the nation.

4.1.14 Describe the Provider's company social responsibility practices with respect to the following:

a) Workforce Diversity: Provide a chart or table illustrating the Provider's workforce demographics including race and gender at all levels within the Provider's organization, including executive, management and administrative.

b) Workforce Development: Describe the Provider's employee retention efforts, such as pay equity, and employee benefits such as health care, paid parental leave, and retirement benefits.

c) Community: Provide a list of community-based organizations the Provider has supported during the last 12 months such as charities, workforce centers, or education. Include the name of the organization and type of support provided (e.g., dollar value of charitable contributions, number of volunteer hours, etc.).

d) DEI: Other than an Equal Employment Opportunity (EEO) policy, describe any program(s) in place to support diversity, equity, and inclusion and to provide a safe and respectful workplace free from harassment and other negative behavior.

4.2 Quality Control and Delivery – Weight 30%

- a) Describe your dealer network and their role in providing products and services under this contract.
- b) Describe your quality control program including but not limited to: what are your quality control procedures, who performs the quality control inspections? What are the qualifications of the inspectors? What items are inspected / tested? Etc.
- c) What is Provider's average time from order placement to delivery of end product? Describe Provider's history of meeting delivery timelines.
- d) Describe Provider's ability to meet service and warranty needs.
- e) Describe Provider's quality control measures and any certifications.
- f) Provider will present their typical approach to providing products and services within these categories, including methodology and delivery. Provider will be expected to ensure design compatibility and uniformity. Include, a detailed work plan for each product and service offering that identifies key timeframes and milestones. The Port reserves the right make additional investigations as it deems necessary to establish the competence and financial stability of any Provider submitting a proposal.
- g) Provide an overview of the risks your firm expects to be involved in the delivery of products and service including, but not limited to, deadlines, milestones potential delays, and overall risk. Explain your plan for managing and mitigating the risks identifies.

4.3 Products and Services Offering and Price – Weight 40%

4.3.1 Distribution Network

- a) Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.
- b) Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
- c) Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
- d) Describe your dealer network and their role in providing products, services, etc. under this contract.

4.3.2 Equipment and Accessories

- a) Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their ambulance, emergency vehicles, fire apparatus and specialty vehicle categories. For each proposed category, describe in detail and

provide at a minimum the following types of information:

- i.** Identification and description of equipment categories offered.
 - ii.** Identification and description of subcategories.
 - iii.** Provide specifications for each model name and base vehicle. Base vehicles should include, but are not limited to:
 - Chassis
 - Body
 - Exterior compartments and doors
 - Interior build out
 - Interior lighting
 - HVAC
 - 12VDC Electrical System
 - 120VAC Electrical System (including generator and shore power capabilities)
 - Delivery and Training
 - Warranty
 - iv.** Supply floorplan drawings with ALL base vehicles listed. Drawings shall include:
 - Interior Floor Plan View
 - Curb Side Interior View
 - Street Side Interior View
 - Curb Side Exterior View
 - Street Side Exterior View
 - Front View Exterior View
 - Rear View Exterior View
 - Roof View Exterior View
 - v.** Identify accessories, parts, services, etc. that are available through the manufacturer for each offered product line.
 - vi.** Identify accessories, parts, services, etc. that are available through the authorized dealer for each offered product line.
 - vii.** Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.
- b)** Provide warranty information including, but not limited to the following:
- i.** Types of warranties available (by category or equipment).
 - ii.** Description of your warranty claims procedures.
 - iii.** Description of your policy addressing warranty issues related to:
 - Major Component Failures
 - Engineering Deficiencies

- iv.** Describe your firm's standard response time to address warranty failure issues.
- v.** Is there a dedicated support representative that the Port should contact? If yes, provide their name and complete contact information.
- vi.** Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
- c)** Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
- d)** Provide a written analysis of your firm's capabilities in regard to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- e)** Provide the approved/recommended uses for its vehicles.
- f)** Provider shall describe its ability to provide drawings to Participating Public Agencies of Product's overall dimensions, wheelbase, overall lengths and any other equipment specified by Participating Public Agency.
- g)** Provider shall describe all organizations involved in the purchase of the Products and Services. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.
- h)** Provider shall provide a list of ALL vehicle options to be added to the base vehicles/trailers, along with a detailed description of the options.

4.3.3 Services

- a)** Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Services outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 - b)** Provide detailed information explaining your service capabilities or those of your authorized dealers.
 - c)** Describe any maintenance programs offered. If a maintenance program is selected by the Port, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
 - d)** Describe your training programs, addressing, at a minimum, the following:
 - i.** Describe the training curriculum for the equipment operators.
 - ii.** Describe the training curriculum for the service technicians.
 - iii.** How will you accommodate various work shifts?
 - iv.** What type of documentation is provided with the proposed training?

- v. Is a “train the trainer” program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
- vi. Is the training provided by the manufacturer, dealer or both?

4.3.4 Pricing

- a) Provide a price proposal on the form provided as Schedule 4.3.4 Price Proposal. Submit the Price Proposal as a separate and clearly identified document. Provider must provide only new or unused product offerings, and the Price Proposal must indicate whether Provider will accept trade-ins, provide leasing and financing, and provide service and repair, and describe any warranty programs provided. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Providers shall provide pricing for all Product and Services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined. The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the Provider. Providers must indicate whether discounts are based on manufacturer price lists or dealer price lists.
- b) In order to allow ordering flexibility for equipment that is mounted to a chassis, provide a separate pricing structure for each the chassis and the truck/engine, in addition to a total pricing structure for the complete piece of equipment.
- c) Based on your distribution network, explain how freight is calculated.
- d) The discount structure provided by the Provider is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
- e) State whether pricing is most favorable offered to government agencies. Describe how your firm will ensure that the Master Agreement will continually offer the best pricing available to Participating Public Agencies.
- f) Provide details of additional discounts for volume orders, special manufacturer’s offers, minimum order quantity, free goods program, total annual spend, etc.
- g) Provide information on available ordering methods – such as electronic ordering or payment via payment card or EFT – or other criteria which entitle the Participating Public Agency to additional discounts.
- h) Special Offers/Promotions. In addition to decreasing prices for the balance of the

Master Agreement term due to a change in market conditions, Provider may conduct sales promotions involving price reductions for a specified shorter period. Provider may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth in the Master Agreement at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement.

i) Additional Agreements. If a Provider believes that any additional agreements are required in order to effect the provision of the Products and Services to the Port or the Participating Public Agencies, a copy of any such proposed agreement must be included with the proposal.

j) Balance of Line/Comprehensive Product Offering. Each Provider awarded a Master Agreement to provide an item under this solicitation may offer their complete product and service offerings/the balance of their related product lines as well. Pricing for such items must be determined by a proposed percentage discount off the Provider's retail price list. The pricing percentage discount offered must be entered on the Price Proposal and labeled as "Complete Product Offering/Balance of Line."

k) 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 used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials. If time and materials-based-pricing is necessary, a ceiling price that the Participating Public Agency exceeds at its own risk will be needed. Where a Participating Public Agency Products is eligible for federal funding, Provider 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 Attachment A, Exhibit E Federal Funds Certifications.

l) Note: Reimbursable expenses proposed must not conflict with the Port's Travel and Expense Guidelines included with this RFP.

4.3.5 Deviations

a) State any proposed deviations from the general requirements of the RFP. All proposed deviations must include a) written rationale for each proposed deviation, and b) express proposed revised language. Proposed deviations without inclusion of a) and b) above will not be considered.

b) Proposals containing significant proposed deviations or exceptions, including deviations or exceptions to the content of this RFP or the Sample Contract, will be evaluated accordingly and scoring may be impacted. The Port retains the sole discretion whether to accept proposed deviations or exceptions.

5 EVALUATION PROCEDURES

5.1 Competitive Range

An evaluation team will determine which proposals are within the competitive range in

accordance with the evaluation criteria set forth in Section 4. Only those proposals determined to be within the competitive range will be considered for award.

5.2 Evaluation Team Members

5.2.1 One or more evaluation team members may conduct an initial evaluation of all proposals, using the evaluation criteria set forth in Section 4, and may identify a subset of proposals as finalists for further evaluation by the evaluation team.

5.2.2 After the initial evaluation, members of the evaluation team may perform any of their functions individually, or as a group consisting of two or more evaluation team members.

5.2.3 If functions are performed by individual evaluation team members or by a group consisting of less than the full evaluation team, the evaluation team members performing the functions shall report to the full team a summary of the information gathered or conclusions reached.

5.2.4 A report of final evaluation results and any recommendation regarding award of a contract may be made to the Executive Director or the Executive Director's designee without the participation of all evaluation team members, provided that a majority of evaluation team members participate.

5.3 Presentations, Demonstrations, Interviews

Selected Providers may be invited to participate in a presentation, demonstration, or interview stage of the evaluation process. Depending upon the specific situation, Providers may be requested to provide a topic-specific presentation, a product demonstration, or to respond in person to questions related specifically to their proposals and other pertinent matters with respect to the RFP. In such a case the information obtained shall become a factor in overall selection.

5.4 Best and Final Offers

The Port reserves the right to request best-and-final-offers from the highest ranked Providers. In the event of such a request, submission requirements will be communicated to the highest ranked Providers.

5.5 Negotiations

The Port will identify the highest ranked Provider or Providers based on based on the evaluation criteria using the procedures set forth above in Section 4 and using the procedures set forth in this Section. In the Port's sole discretion, the Port may initiate discussions with the highest-ranked Provider to negotiate terms and conditions, including but not limited to the scope of services, compensation level, and performance schedule. If the Port and the Provider are unable for any reason to negotiate terms and conditions that are reasonable and fair to the Port in the Port's sole discretion, the Port may, either orally or in writing, terminate negotiations with that Provider and then negotiate with the next-highest ranked Provider. The negotiation process may continue in this manner through successive Providers until an agreement is reached or the Port terminates the

selection process.

Schedule 1.4 Sample Contract

Contract No. **SAMPLE**

PORT OF PORTLAND MASTER AGREEMENT – NATIONAL COOPERATIVE CONTRACT Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

TBD ("Supplier" or "Provider")

RECITALS

A. The Port has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make this National Cooperative Contract (the "Master Agreement," as further described in the attached **Attachment A**, or the "Contract" herein) available to participating public agencies nationally, including without limitation certain state and local government agencies, primary, secondary and higher education entities, and nonprofit entities ("Participating Public Agencies," as further described in Attachment A) for the public benefit, through OMNIA Partners' cooperative purchasing program.

B. The Port issued Request for Proposals No. 2022-9961 (the "RFP"), inviting offers from qualified firms to provide ambulance, emergency vehicles, fire apparatus and specialty vehicles, equipment and accessories, and related equipment, supplies, and services under this Master Agreement.

C. Supplier submitted a proposal in response to the RFP, offering to provide the items described on the attached **Schedule 4.1, Pricing** (collectively the "Products and Services").

D. The Port evaluated all proposals and selected Supplier to provide the Products and Services on an as-required, non-exclusive basis, in accordance with the terms and conditions of this Master Agreement.

E. The parties intend for Supplier to provide Products and Services in the most cost-effective manner while maintaining the highest quality and standards, to maximize the resources of both parties and most effectively meet the collective needs of the Port, OMNIA Partners, and the Participating Public Agencies.

AGREEMENT

1 NATURE OF CONTRACT

1.1 This Master Agreement is for Supplier's supply of the Products and Services to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Products and Services under this Master Agreement and reserves the right to order similar Products and services from other suppliers if it is

in the Port's best interests to do so.

1.2 Similar items purchased but not listed on **Schedule 4.1** shall be supplied at a minimum 41% discount from Supplier's published list(s) price for Products, and a 10% discount for services.

1.3 The attached **Attachment A**, as completed and submitted by Supplier, is part of this Master Agreement.

2 TERM

2.1 The term of this Master Agreement commences on the date that this Master Agreement is fully executed by both parties, whichever is later, and shall expire five years from such date, unless sooner terminated under the provisions of this Master Agreement. The Port has two options, exercisable sequentially and unilaterally by the Port in its sole discretion, to extend the term of this Master Agreement for one year at a time. The Port may exercise such an option by giving Supplier written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Master Agreement term does not excuse Supplier's obligations which commenced prior to such expiration.

2.2 Supplier may enter into cooperative agreements with Participating Public Agencies accessing the Master Agreement through OMNIA Partners, so long as the effective date of such agreements precede the Master Agreement's expiration date. The full term (any combination of initial and renewal periods) of any such cooperative agreements may not exceed seven years.

3 SUPPLIER'S OBLIGATIONS

Supplier's obligations under this Master Agreement include, but are not limited to, the following:

3.1 To sell, furnish, and deliver the Products and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, upon Supplier's receipt of an authorized order from the Port;

3.2 To submit reports of all sales activity under this Master Agreement, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Contract Administrator upon request;

3.3 To provide the Port's Contract Administrator a minimum of two contact names for Supplier, including 24 hour-accessible phone numbers (office, home, or cellular), with full authority to make all necessary shipping arrangements for Products and Services. The Port will identify the Port's representatives which are authorized to place orders against this Master Agreement; and

3.4 To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Master Agreement or to Supplier's obligations under this Master Agreement, as they may be adopted or amended from time to time.

4 COMPENSATION

4.1 Basis of Compensation

The Port will pay for Products and Services on a price-per-unit basis, as set forth on **Schedule 4.1**. Supplier acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the

Products and Services in accordance with this Master Agreement.

4.2 Total Compensation

The total compensation payable under this Master Agreement shall not exceed \$TBD per contract year without a written amendment signed by authorized representatives of both parties.

5 INVOICING; PAYMENT

5.1.1 Supplier shall invoice the Port no more than frequently than once monthly, and each monthly invoice must be received at the Port no later than twenty (20) calendar days following the last day of the preceding calendar month. Supplier shall submit invoices with all backup documentation to Accounts Payable, Port of Portland, P.O. Box 3529, Portland, Oregon 97208 or via email to portinvoices@portofportland.com. Provisions on Supplier's invoices that purport to modify or supplement the provisions of this Master Agreement are void.

5.1.2 The Port will pay Supplier all undisputed amounts within thirty (30) days after the Port's receipt of Supplier's properly-completed invoice, or any shorter period required by law. The Port is not obligated to pay an invoice until all required supporting materials are submitted. Upon the Port's request Supplier will correct and re-issue invoices submitted to the Port that do not comply with this Master Agreement's invoicing requirements. If corrections are required, the Port will transmit payment to Supplier within forty-five (45) days after the Port's receipt of Supplier's corrected invoice, or any shorter period required by law.

6 NO MINIMUM AMOUNT OF WORK GUARANTEED

This Master Agreement is executed for work-as-required and there is no guarantee as to the total compensation to be realized by the Supplier under this Master Agreement.

7 SUPPLIER IS INDEPENDENT CONTRACTOR

Supplier is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Master Agreement. Neither Supplier nor any partner, director, officer, manager, member, employee, subcontractor, or agents of Supplier will be deemed to be an employee of the Port. The Port will not withhold any taxes from any payments made to Supplier, and Supplier will be solely responsible for paying all applicable taxes arising out of or resulting from the performance of services, including but not limited to income, social security, worker's compensation, and employment insurance taxes. Supplier represents, warrants, and covenants to the Port that, in the provision of services, Supplier is customarily engaged in, and will continue to customarily engage in, an independently-established business as described in ORS 670.600(3).

8 DUTY TO INFORM

Supplier shall give prompt written notice to the Port if, at any time during the performance of this Master Agreement, Supplier becomes aware of actual or potential problems, faults, or defects in the Products and Services, any non-conformance with the Master Agreement, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Supplier shall constitute neither agreement with nor acquiescence in Supplier's statement or claim and shall not constitute a waiver of any of

the Port's rights.

9 REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties

9.1.1 All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to those of Products and Services delivered under this Master Agreement which meet the definition of goods for purposes of ORS Chapter 72. Supplier represents and further warrants to the Port that:

a) the Products and Services will conform to the specifications set forth in this Master Agreement and be free from material defects;

b) the Products and Services will comply with all applicable federal health and safety standards; and

c) Supplier has good title to the Products and Services, and that Supplier conveys the Products and Services to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Supplier will defend title to the Products and Services against the rightful claim of any person.

9.1.2 The warranties specified in this Section 9 are in addition to, and not in lieu of, any other warranties provided in this Master Agreement. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

9.2 Manufacturer Warranties

At no charge to the Port, Supplier shall transfer or cause the transfer of all manufacturers' warranties for Products and Services and component parts, if any, to the Port for the Port's benefit when Supplier delivers Products and Services to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Supplier's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

10 INDEMNIFICATION

Supplier shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Supplier or Supplier's partners, directors, officers, employees, subcontractors, invitees, or agents under this Master Agreement.

11 DAMAGE TO PORT PROPERTY

Supplier shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Supplier or Supplier's partners, directors, officers, employees, subcontractors, invitees, or agents under this Master Agreement.

12 INSURANCE

12.1 Liability Insurance

Supplier shall maintain occurrence-form commercial general liability and automobile liability insurance for the protection of Supplier, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Supplier's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Master Agreement number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

12.2 Workers' Compensation Coverage; Employers' Liability Coverage

Supplier shall maintain workers compensation and employers' liability coverage for all Supplier's employees who are subject to Oregon's Workers' Compensation statute (and/or Supplier's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Supplier's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

12.3 Certificates

12.3.1 Certificates Required

Prior to full execution of this Master Agreement, Supplier shall furnish the Port with:

- a) certificates referencing this Master Agreement (by number, if known), coverage dates, amount, and type of insurance required by this Master Agreement; and
- b) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

12.3.2 Certificate Management; Notice Requirement

When the period of Supplier's performance under this Master Agreement exceeds the coverage period stated on a certificate, prior to the certificate expiration date Supplier or its insurer must furnish updated certificates demonstrating continuous coverage. Supplier or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

13 BREACH OF CONTRACT

13.1 Generally

Supplier acknowledges that its breach of its obligation to deliver promised quantities of Products and Services within the time periods set forth in this Master Agreement may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

13.2 Cure; Remedies

Supplier must cure any breach of this Master Agreement within the shortest reasonable time after Supplier first has actual notice of the breach or the Port notifies Supplier of the breach, whichever is earlier. If Supplier fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

13.2.1 Substitute Products and Services

The Port may terminate that part of this Master Agreement affected by the breach upon written notice to Supplier, may obtain substitute Products and services in a reasonable manner, and may recover from Supplier the amount by which the price for those substitute Products and Services exceeds the price for the terminated Products and Services.

13.2.2 Suspension of Orders

Pending a decision to terminate all or part of this Master Agreement under this Section, the Port may unilaterally order Supplier to suspend all or part of the ordered Products and Services. If the Port terminates all or part of this Master Agreement after such a suspension, Supplier shall be entitled to compensation only for Products and Services accepted by the Port and delivered as required by this Master Agreement prior to the date of termination but not for any Products and Services delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Supplier to resume the delivery of those Products and Services, Supplier shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

13.2.3 Default

If the breach is material, the Port may declare Supplier in default, and the Port may pursue any remedy available for a default.

13.3 Recovery of Amounts Due for Breach

To recover any amounts Supplier owes to the Port due to Supplier's material or non-material breach of this Master Agreement, the Port may withhold such amounts from any Port payments to Supplier, including but not limited to payments made under this Master Agreement or under any other agreement between the parties. Supplier's default under this Master Agreement will be, at the Port's option, a default under any other agreement between the parties.

13.4 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Master Agreement, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Master Agreement. All available remedies are cumulative and may be exercised singularly or concurrently.

14 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Master Agreement at any time for its own convenience by written notice to Supplier. Upon termination under this Section, Supplier shall be entitled to compensation for all Products and Services delivered to and accepted by the Port prior to Supplier's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Supplier's reasonable costs actually incurred in closing out the Master Agreement. Supplier shall not be entitled to compensation for any Products and Services ordered but not yet delivered and accepted

by Port prior to Supplier's actual notice of the termination or receipt of written notice of termination.

15 AIRPORT SECURITY AND BADGING REQUIREMENTS

15.1 Compliance Mandatory

At all times during the delivery or performance of Products and Services at the Portland International Airport ("PDX"), Supplier will comply with all applicable rules and regulations governing airport security (collectively, "Airport Security Rules and Regulations"), including but not limited to the security badging, access control, and keys/locks requirements set forth in the PDX Rules (available at <https://www.portofportland.com> or from the Port Project Manager upon request), and all applicable regulations promulgated by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA"). Supplier will further ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with all Airport Security Rules and Regulations when providing Services at PDX. Supplier will obtain and thoroughly review the PDX Rules and other Airport Security Rules and Regulations before commencing Services.

15.2 Supplier Security and Badging Responsibilities

Supplier warrants and will ensure that any person providing Services that receives a security badge meets all applicable requirements for having a security badge. Supplier will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the PDX Security Badging Office when badgeholders leave Supplier's employment or no longer provide Services at PDX, and will obtain a receipt for the return of such items. Supplier will submit a copy of the receipt to the Port Project Manager. All unreturned badge or access device fees due in accordance with the PDX Rules may be deducted from any payment due under this Master Agreement.

15.3 Security Violations

A violation of the Airport Security Rules and Regulations will be considered an act or omission for purposes of the indemnification provisions in Section 10, and is a per se material breach of this Master Agreement.

16 SECURITY REQUIREMENTS AT OTHER PORT LOCATIONS

16.1 Compliance Mandatory

At all times during the performance of Services, Supplier will comply with all applicable security requirements for the premises, including but not limited to the Port's Marine Terminal Security Guidelines and any other security rules maintained by the Port, its tenant in possession of the premises, or other governing authorities. Supplier will further ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with such security requirements. Supplier must obtain and review copies of applicable security requirements from the Port before commencing Services. Supplier will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the Port Security Badging Office when badgeholders leave Supplier's employment or no longer provide Services and will obtain a receipt for the return of such items. Supplier will submit a copy of the receipt to the Port Project Manager. Any unreturned badge or access device fees due in accordance with applicable Port rules may be deducted from any payment due under this Master Agreement.

16.2 Marine Terminal Requirements

As more fully described in the Port's Marine Terminal Security Guidelines, all personnel requiring unescorted access to secure areas of Port Marine Terminals 2, 4, 5, and 6 must possess a Transportation Worker Identification Credential ("TWIC") issued by the TSA. Enrollment is available online at <https://www.tsa.gov/for-industry/twic>.

16.3 Security Violations

A violation of applicable security requirements will be considered an act or omission for purposes of the indemnification provisions in Section 10, and is a per se material breach of this Master Agreement.

17 STATUTORILY-REQUIRED PROVISIONS

17.1 Payment for Labor or Material

As a condition of this Master Agreement, Supplier shall make payment promptly, as due, to all persons supplying to Supplier labor or material for the performance of the Services. [Required by ORS 279B.220(1)]

17.2 Pay Equity

Supplier shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of the Master Agreement and a failure to comply is a breach that entitles the Port to terminate the Master Agreement for cause. [Required by ORS 279B.235(1)(b)]

17.3 Employee Discussions of Rate of Pay or Benefits

Supplier shall not prohibit any of Supplier's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. [Required by ORS 279B.235(1)(c)]

17.4 Hours of Labor

Persons employed under this Master Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [Required by ORS 279B.235(5)]

17.5 Contributions to the Industrial Accident Fund

As a condition of this Master Agreement, Supplier shall pay all contributions or amounts due the Industrial Accident Fund from Supplier or Supplier's subcontractor incurred in the performance of this Master Agreement. [Required by ORS 279B.220(2)]

17.6 Income Tax Withholding

As a condition of this Master Agreement, Supplier shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167. [Required by ORS 279B.220(4)]

17.7 Workers' Compensation

As a condition of this Master Agreement, all subject employers performing Services under this Master Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

17.8 Medical Care for Employees

As a condition of this Master Agreement, Supplier shall promptly, as due, make payment to any person, co partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Supplier, of all sums that Supplier agrees to pay for such services and all moneys and sums that Supplier collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

17.9 Liens and Claims Prohibited

As a condition of this Master Agreement Supplier shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Master Agreement. [Required by ORS 279B.220(3)]

17.10 Compliance with Tax Laws

Supplier represents and warrants that Supplier has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Supplier covenants that Supplier will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Master Agreement. Supplier's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Supplier executed this Master Agreement or during the term of this Master Agreement will be a default for which the Port may terminate the Master Agreement and seek damages and other relief available under the terms of this Master Agreement and under applicable law. [Required by ORS 279B.045]

18 MISCELLANEOUS PROVISIONS

18.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Master Agreement.

18.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Master Agreement due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

18.3 No Assignment

Supplier may not assign any interest or delegate any obligation under this Master Agreement without the Port's prior written consent. Any assignment or transfer attempted in violation of this Section 18.3 shall be void.

18.4 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Master Agreement. The parties also agree that Oregon law applies to this Master Agreement, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Master Agreement shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Supplier shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenienc, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Master Agreement.

18.5 Successors and Assigns

This Master Agreement shall bind the parties and their permitted assignees.

18.6 Supplier Identification

Supplier shall furnish to the Port Supplier's employer identification number, as designated by the Internal Revenue Service.

18.7 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

18.8 Modification

This Master Agreement may only be modified only by a writing signed by both parties. No oral modification shall be effective.

18.9 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to such claim at trial and on appeal in an action brought with respect to this Master Agreement.

18.10 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Master Agreement. Supplier agrees to extend the terms, conditions, and prices of this Master Agreement to any purchasing contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Supplier and purchasing contracting agencies are entirely independent of and have no effect upon this Master Agreement.

18.11 Counterparts, Execution, Electronic Signatures

This Master Agreement may be executed in counterparts. This Master Agreement may be executed using original signatures, facsimile signatures, or only with the Port's prior

approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Supplier's consent is not required for this Master Agreement to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Supplier grants such consent.

18.12 Integration

This Master Agreement contains the entire agreement between the parties regarding the subject matter of this Master Agreement and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Master Agreement.

18.13 Attachments

Any exhibits, schedules, and other attachments referenced in this Master Agreement are part of this Master Agreement.

18.14 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Master Agreement on behalf of the party for which they sign.

[Signature page follows]

Supplier:

TBD

By: _____

Print name: _____

As its: _____

Date signed: _____

Phone: _____

Email: _____

Port:

Port of Portland

By: _____

Print name: _____

As its: _____

Date signed: _____

Approved as to legal sufficiency for the Port:

Counsel for the Port of Portland

Schedule 4.1
Pricing

To be determined.

SCHEDULE 1.7

SCOPE OF PRODUCTS AND SERVICES

1. OBJECTIVES

- Provide a comprehensive, competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- Establish the Master Agreement as a Provider's primary offering to Participating Public Agencies;
- Achieve cost savings for Providers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- Combine the volumes of Participating Public Agencies to achieve cost-effective pricing;
- Reduce the administrative and overhead costs of Providers and Participating Public Agencies through state-of-the-art ordering and delivery systems; and
- Provide Participating Public Agencies with environmentally preferable Products and Services.

2. CATEGORIES OF PRODUCTS AND SERVICES

The Port is seeking the broadest possible selection of Products and Services Provider can offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs in the following categories:

CATEGORY A – Ambulance and Emergency Vehicles, Equipment and Accessories

A complete line of EMS vehicles, equipment and accessories, including Type I and Type III EMS Modules, Type II vehicles if offered, mobile clinics, and any other ambulance vehicles, equipment and accessories available from Provider.

CATEGORY B – Fire Apparatus Vehicles, Equipment and Accessories

A complete line of fire apparatus, equipment and accessories available from Provider, including but not limited to fire engine vehicles, aerial ladder vehicles, aerial tower vehicles, aircraft rescue and firefighting (ARFF) vehicles and any other fire apparatus vehicles, equipment and accessories available from Provider.

CATEGORY C – Specialty Vehicles, Equipment and Accessories

A complete line of specialty vehicles, including but not limited to mobile command centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transport, mobile classrooms, mobile medical units, mobile dental units, mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, and any other specialty vehicles, equipment and accessories available from Provider.

CATEGORY D – Related Equipment Supplies and Services

Any related supplies and services available from Provider, including but not limited to parts, training, vehicle services, and other related supplies and services available from Provider.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

3. REQUIREMENTS

3.1. Ambulance and Emergency Vehicles, Equipment and Accessories

3.1.1. Provider must be a manufacturer of these Products and Services with a minimum of ten (10) continuous years' experience building like vehicle types and sizes in the industry and provide their vehicle production output per year for the last three (3) years being 2020, 2021 and 2022.

3.1.2. Provider must provide a list of at least five (5) customers currently using ambulance and emergency vehicles manufactured by its company. Reference information should be as follows:

- Organization name
- Contact person
- Phone number
- E-Mail address
- Cost of project
- Exterior picture of vehicle

3.1.3. Vehicles shall conform to the federal specification standard KKK-A-1822F or latest version and a copy of the certification must be made available upon request.

3.1.4. Provider must provide high quality equipment, components, and parts designed for ambulance or emergency vehicles that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.

3.1.5. Provider shall fully describe its Products and Services offering.

3.1.6. Provider shall provide detailed specifications for all vehicles, equipment and accessories.

3.1.7. Provider shall provide a written analysis of its capabilities in regards to engineering, manufacturing, quality control, service, and project administration.

3.1.8. Provider must construct the complete vehicle, with the exception of the chassis. Additional elements constructed and installed "in house" are required to ensure service and parts availability.

3.1.9. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.

3.1.10. Provider must provide the approved/recommended uses for its vehicles.

3.1.11. Provider shall describe its ability to provide drawings to Participating Public

Agencies.

3.1.12. Provider shall describe all organizations involved in the purchase of ambulance and emergency vehicles, equipment and accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.

3.2. Fire Apparatus Vehicles, Equipment and Accessories

3.2.1. Fire apparatus vehicles, equipment and accessories include fire department vehicles as well as aircraft rescue and firefighting (ARFF) vehicles.

3.2.2. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years' experience building like vehicle types and sizes in the industry.

3.2.3. Provider must provide a list of at least five (5) customers currently using fire apparatus vehicles, including any ARFF vehicles manufactured by its company. Reference information should be as follows:

- Organization name
- Contact person
- Phone number
- E-Mail address
- Cost of project
- Exterior picture of vehicle

3.2.4. Any proposed Products shall conform to the applicable requirements, current at the date of manufacture, of the National Fire Protection Association (NFPA) NFPA 1901, "Standard for Automotive Fire Apparatus."

3.2.5. Provider must provide high quality equipment, components, and parts designed for firefighting apparatus that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.

3.2.6. Provider shall fully describe its Product and Services offering.

3.2.7. Provider shall provide detailed specifications for all of its fire apparatus vehicles, equipment and accessories.

3.2.8. Provider shall provide a written analysis of its capabilities in regards to engineering, manufacturing, quality control, service, and project administration.

3.2.9. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.

3.2.10. Provider must provide the approved/recommended uses for its vehicles.

3.2.11. Provider shall describe its ability to provide drawings to Participating Public Agencies of the Products' overall dimensions, wheelbase, overall lengths and any other equipment specified by Participating Public Agencies. Drawings shall be large "D" size (minimum 24" x 36"). Smaller-size drawings, "similar to" drawings or general sales drawings are not acceptable.

3.2.12. Provider shall describe all organizations involved in the purchase of fire

apparatus equipment and accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.

- 3.2.13.** At a minimum, one (1) inspection trip for up to two (2) Participating Public Agencies fire personnel shall be made to the manufacturer's facility during the course of construction of the apparatus. Air travel, meals, and lodging expenses shall be included.
- 3.2.14.** Providers must include vehicle maintenance recommendations and historical data which demonstrates the anticipated maintenance costs for its products.

3.3. Specialty Vehicles, Equipment and Accessories

3.3.1. Proposer must be a full in-house, turnkey manufacturer of the Products with a minimum of five (5) continuous years building like vehicle types and sizes in the industry and have a minimum production output of ten (10) vehicles per month.

3.3.2. Provider must provide a list of at least five (5) customers currently using specialty vehicles. Reference information should be as follows:

- Organization name
- Contact person
- Phone number
- E-Mail address
- Cost of project
- Exterior picture of vehicle

3.3.3. Provider shall fully describe its Products and Services offering.

3.3.4. Provider shall provide specifications for each model name and base vehicle. Base vehicles should include, but are not limited to:

- Chassis
- Body
- Exterior compartments and doors
- Interior build-out
- Interior lighting
- HVAC
- 12V DC electrical system
- 120V AC electrical system (including generator and shore power capabilities)
- Delivery and training
- Warranty

3.3.5. Provider shall provide a list of ALL vehicle options to be added to the base vehicles/trailers, along with a detailed description of the options.

3.3.6. Provider shall provide a written analysis of its capabilities in regards to engineering, quality control, service, water testing, weight analysis and project administration.

3.3.7. Provider shall supply floorplan drawings with ALL base vehicles listed. Drawings shall include:

- Interior floor plan view
- Curb side interior view
- Street side interior view
- Curb side exterior view
- Street side exterior view
- Front view exterior view
- Rear view exterior view
- Roof view exterior view

3.3.8. Vehicles may include, but are not limited to, the following:

A. Police, Emergency Management, Homeland Security

- Command
- Communications
- SWAT deployment
- SWAT equipment
- Bomb/EOD
- DUI/BAT
- Prisoner transport
- Crime scene
- Hostage negotiation

B. Fire Services

- Command
- Communications
- HazMat
- Rescue
- Equipment
- 911
- ARFF

C. Mobile Medical

- Health
- Dental
- Mammography
- Audiology
- Bloodmobile
- Optometry

D. Laboratories

- Environmental testing
- Science and research
- Advanced technology

E. Classroom

- Computer lab
- Technical learning
- Workforce

- Job training
- Bookmobiles

4.4 Staffing and References

4.4.1 Provider shall maintain a fully staffed warranty, service, delivery, and training department capable of sales, delivery and service to all fifty (50) states.

4.4.2 Provider shall provide a maximum of fifteen (15) product specific references, based on the product lines Provider is offering. References shall include five (5) ambulance and emergency vehicles, five (5) fire apparatus vehicles, and five (5) specialty vehicles. Reference information should be as follows:

- Organization name
- Contact person
- Phone number
- E-Mail address
- Cost of project
- Exterior picture of vehicle

5. Multiple Award

The Port reserves the right to award the Master Agreement locally and/or nationally in the aggregate, by Product category, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the Port and Participating Public Agencies as a result of the RFP.

6. OEM and Aftermarket Components

The Products shall be new and of the latest factory model year released. They shall be complete, and ready to operate upon delivery. No rebuilt or re-manufactured components will be acceptable. All components shall be Original Equipment Manufacturer (OEM); no aftermarket components shall be acceptable unless approved by the designated representative from the Port or Participating Public Agency prior to submittal of Products.

All accessory installations shall be securely affixed and comply with OEM and OSHA standards. No installation shall interfere with OEM systems nor render the vehicle warranty invalid.

All electrical installations shall have wiring securely affixed to running path. Wiring shall have protection with a minimum of shielding with loom, rubber grommets for “pass through” and insulated wire clamps for mounting. All accessory circuits shall have proper circuit protection adequate to prohibit damage to vehicle OEM systems and prevent electrical shorts or fires.

7. Environmentally Preferable Options

The Port is seeking models and options that will support the Port’s sustainable operations and fleet management goals. Provider should clearly identify which vehicles and related equipment are environmentally preferable and provide relevant details including any environmental certifications.

8. Compliance With Laws

The Products shall be at the date of delivery in compliance with all current and applicable federal, state, and local laws pertaining to such Products. Each Provider may be required to furnish proof of compliance prior to acceptance of the Product.

9. Subcontracting

Subcontracting of the design, engineering, finite element analysis (FEA), and manufacturing is not permitted.

10. Design

Designs should include the integration of all systems and sub-systems so they are blended together seamlessly with the creative design elements to present the Products positively to the end user.

Designs shall be intended for the Products to perform in a commercial duty with an operating lifecycle of ten (10) years. Designs shall be completely designed from the ground up as an emergency or specialty vehicle.

Design drawings shall be submitted to the Port or Participating Public Agency per its specifications for approval.

11. Delivery

Provider shall notify designated Port or Participating Public Agency personnel fifteen (15) working days prior to delivery of the vehicle so that appropriate staff may complete pre-delivery inspections and complete necessary scheduling arrangements prior to the Product's delivery.

12. Inspection and Acceptance

The successful Provider's Products shall be subjected to a pre-delivery and post-delivery inspection by the Port and Participating Public Agencies to determine that the Products, in their final configuration, meet the requirements of this RFP and the Port and Participating Public Agencies' specifications, are complete and not damaged upon delivery.

Vehicles will not be accepted until all manuals are delivered to the Port or Participating Public Agency.

Final acceptance shall be made after post-delivery inspection demonstrates that the Products are operational and in full compliance with this RFP.

13. Manuals

Provider shall furnish a complete set of manuals during delivery of vehicles and shall provide, at a minimum, one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD unless otherwise specified by the Port or the Participating Public Agency.

14. Training

Provider shall provide training to operators and technicians of the Port and Participating Public Agencies at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

15. Warranty

Provider shall provide all applicable warranties as part of its proposal and describe its ability in business days to provide any required warranty service to the Port or a Participating Public Agency. Provider shall indicate if warranty work will be performed by the manufacturer or by an authorized dealer. Provider shall also note any extended warranties available and include pricing for such extended warranties in Provider's

proposal.

16. Equipment Recalls

In the event of any recall notice, technical service bulletin, or other important notification affecting Products, a notice shall be sent to appropriate personnel at the Port or each Participating Public Agency in a timely manner.

17. Liability

Provider shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the Product or any appliance provided under the Master Agreement.

18. Substitution of Specified Items

Whenever these specifications or other portions of the Master Agreement refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number, such reference shall be deemed to be followed by the words “or approved equal”, unless it is indicated that no substitutions will be considered.

19. Price

The Port will consider the overall pricing for the Products and Services in its selection process, in accordance with RFP Section 4.3.4, Price Proposal. A price proposal must be submitted in accordance with such RFP section.

SCHEDULE 2.3.3

CERTIFICATION OF TRADE SECRET

(*****Only Submit this form if specific proposal information is marked as exempt from disclosure as trade secret*****)

YOU MUST ALSO SUBMIT A REDACTED COPY

Port of Portland Solicitation Name: Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

Port of Portland Solicitation Number: 2022-9961

Provider Name: _____

Authorized Representative: Name (print): _____

Title: _____

E-mail: _____

The authorized representative named above certifies as follows:

1. I am an authorized representative of the Provider and the Provider has approved of my submittal of this certification.
2. I understand that the proposal is a public record subject to disclosure in its entirety under Oregon’s public records laws (192.311 through 192.431) except where specifically exempt from disclosure, as described in more detail in the RFP.
3. I have read and am familiar with ORS 192.345(2), which conditionally exempts “trade secrets” from public disclosure.¹
4. I have read and am familiar with the proposal and I believe in good faith that all information specifically marked as “exempt from disclosure” in the proposal constitutes trade secrets, unless a different exemption is claimed.
5. **I am aware that, pursuant to this RFP, improperly marked proposals are subject to disclosure in their entirety without any independent review by the Port and without notice to the proposer.**

Signature of Authorized Representative _____ Date _____

¹ For ease of reference, ORS 192.345(2) states as follows: “Trade secrets,” as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.” (2017)



SCHEDULE 3.2.1

PROPOSAL FORM

Solicitation Number 2022-9961

**Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles,
Equipment and Accessories and Related Equipment, Supplies and Services**

The Provider named below submits this proposal in response to the Port’s Request for Proposals (RFP) for the contract named above.

The Provider warrants that the Provider has carefully reviewed the RFP and that this proposal represents the Provider’s full response to the requirements described in the RFP. The Provider further warrants that if this proposal is accepted, the Provider will contract with the Port, agrees to all terms and conditions found in the attached sample contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The Provider further warrants that the Provider has not and will not discriminate, in violation of ORS 279A.110, or any other local, state or federal law, against any minority, women service-disabled veteran or emerging small business enterprise or other protected individuals, in the development or presentation of this proposal, or in obtaining any required subcontract.

The Provider attests in connection with this solicitation that, as provided under ORS 279B.110(2), Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including ORS 305.620 and chapters 316, 317 and 318.

The Provider hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the Sample Contract, attached to the RFP. Indicate in the affirmative by initialing here: _____

The Provider hereby acknowledges receipt of Addendum Nos. _____ to this RFP.

Name of Provider:

Business Address:

Telephone Number:

Fax Number:

Email Address:

Authorized Signature:

Printed/Typed Name:

Title:

Date:

**SCHEDULE 4.3.4 a)
PRICE PROPOSAL**

1. Price: For each Category being proposed, provide the pricing for all vehicles offered using a **fixed percentage (%) discount off MANUFACTURER PRICE LIST** or other objectively verifiable criteria using the format below:

Category A - Ambulance and Emergency Vehicles, Equipment and Accessories:
Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I Ambulance (10,001 to 14,000 GVWR)					
2	Type I Additional Duty Ambulance (14,000 GVWR or more)					
3	Type II Ambulance (9,201 to 10,000 GVWR)					
4	Type III Ambulance (10,001 to 14,000 GVWR)					
5	Type III Additional Duty Ambulance (14,001 GVWR or more)					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

Category B - Fire Apparatus Vehicles, Equipment and Accessories:

Provide pricing for all vehicles, equipment and accessories offered.

Item No.	Product Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Discounted Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11	<i>(Use additional space as necessary.)</i>					
12						
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

Category C - Specialty Vehicles, Equipment and Accessories:

Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Base Price
1	Van - Light Duty (Up to 9,000 lbs. GVWR)					
2	Van - Medium Duty (Up to 14,500 lbs. GVWR)					
3	Truck - Light Duty (Up to 19,500 lbs. GVWR)					
4	Truck - Medium Duty (Up to 26,000 lbs. GVWR)					
5	Truck - Heavy Duty (Up to 33,000 lbs. GVWR)					
6	Truck - Super Heavy Duty (Up to 54,000 lbs. GVWR)					
7	Coach - Light Duty (Up to 26,000 lbs. GVWR)					
8	Coach - Medium Duty (Up to 44,000 lbs. GVWR)					
9	Coach - Heavy Duty (Up to 65,000 lbs. GVWR)					
10	Trailer - Single Axle					
11	Trailer - Multiple Axle					
12	Trailer - Semi					
13	Modular Unit					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

Category D – Related Equipment and Supplies:

Provide pricing for all vehicles, equipment and accessories offered. Additionally, provide pricing (if applicable) for any services offered by Provider, including but not limited to, training, vehicle services, preventive maintenance, warranty extensions, repair services, technical support, etc. If any services are offered standard at no additional cost, please note.

Item No.	Product Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Discounted Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11	<i>(Use additional space as necessary.)</i>					
12						
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

2. Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
3. **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Provider to Participating Public Agencies.
4. **Delivery:** All freight shall be FOB destination, freight prepaid and included. Any handling fees shall also be included in the pricing.
5. **Alternative Costing Method:** If a project requires product options that are not covered in the pricing schedule or if a product option is required that is more appropriate to be custom designed and manufactured to meet an individual project application, the Contractor may use the alternative costing method as follows:
 - Apply the discount as submitted on the Pricing Schedule; and
 - All products falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.

SCHEDULE 4.3.4 b)

SAMPLE SPECIFICATION PRICING

Schedule 4.3.4 b) will be used for evaluation purposes. Proposer must complete the Sample Specification Pricing for each category being proposed. Pricing must be reflective of and based on the pricing structure submitted on **Schedule 4.3.4 a)**.

A. Ambulance and Emergency Vehicles, Equipment and Accessories Sample Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I, 12' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Type I, 14' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Type III, 12' Chevrolet G3500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Type III, 14' Chevrolet G4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						

B. Fire Apparatus, Equipment and Accessories Sample Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Fire Department Engine					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Fire Department Aerial Ladder					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Fire Department Aerial Tower					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Aircraft Rescue and Firefighting (ARFF) Class 5 Vehicle					
	<i>(Use additional space as necessary)</i>					
TOTAL						

C. Specialty Vehicles, Equipment and Accessories Sample Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Mobile Command Center					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Mobile Medical Unit					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Mobile Classroom/Computer Lab					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Mobile Bookmobile					
	<i>(Use additional space as necessary)</i>					
TOTAL						

ATTACHMENT A



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

The Port of Portland (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Any Related Equipment, Supplies and Services. 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'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.

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 channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

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

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.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M 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.

1.4 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.

1.5 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

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications 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

- A. 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
- B. 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
- C. 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.
- D. 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.
- E. 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
- F. 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
- G. 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
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

M. 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 National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the Port of Portland (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 Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Any Related Equipment, Supplies and Services (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.

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 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. 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.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, 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 7 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.

8. 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

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, 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

10. 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.

11. 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

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**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.

13. 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.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, 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.

15. 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 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

16. 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.

17. 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.

18. 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.

19. 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:

20. 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.

21. 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.

22. 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.

23. 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.

24. 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]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah 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 National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, 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:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

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 National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**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. § 200.326, 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) 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 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 COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

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 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.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

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.
- 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 STANDARDSACT

- 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, _____, 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.

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, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	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 _____
(name of contracting unit)
relies upon 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)

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 Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

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)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 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, Russia or Belarus. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 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, Russia or Belarus.

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 ACUA 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 ACUA to notify the Qualified Purchasing Agent 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name

DOC #7

**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 #8

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 #9
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**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
 TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
 AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, 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 principals 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 principals 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 principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be 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				

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

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT

EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT

MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT

SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOEELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT

COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY

BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY,
 INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
 DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT
 DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE
 SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,
 OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION
 DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,
 OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL
 DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD
 DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR

CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE
 DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
 OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
 OR
 CHRISTMAS VALLEY PARK & RECREATION
 DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL
 DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT
 COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
 INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR

COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR

DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR

GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR

I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D. OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR

KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 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
 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
 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
 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
 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
 OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 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
 OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 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
 OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 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
 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
 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



PORT OF PORTLAND

MASTER AGREEMENT – NATIONAL COOPERATIVE CONTRACT

Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208
Farber Specialty Vehicles ("Supplier" or "Provider")
7052 Americana Parkway
Reynoldsburg, OH 43068

AGREEMENT

1 NATURE OF CONTRACT

1.1 The Port has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make this National Cooperative Contract (the "Master Agreement" or "Contract") available to participating public agencies nationally, including without limitation certain state and local government agencies, primary, secondary and higher education entities, and nonprofit entities (collectively, "Participating Public Agencies") for the public benefit, through OMNIA Partners' cooperative purchasing program.

1.2 The Port issued Request for Proposals No. 2022-9961 (the "RFP"), inviting offers from qualified firms to provide ambulance, emergency vehicles, fire apparatus and specialty vehicles, equipment and accessories, and related equipment, supplies, and services under this Master Agreement.

1.3 This Master Agreement is for Supplier's supply of the items described on the attached Schedule 4.1, Pricing (collectively the "Products and Services") to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Products and Services under this Master Agreement and reserves the right to order similar Products and services from other suppliers if it is in the Port's best interests to do so.

1.4 Attachment A, Supplier's RFP response, incorporated by reference, including the Requirements for National Cooperative Contract To Be Administered by OMNIA Partners, as completed and submitted by Supplier, is part of this Master Agreement.

2 TERM

2.1 The term of this Master Agreement commences on the date that this Master Agreement is fully executed by both parties, whichever is later, and shall expire five years from such date, unless sooner terminated under the provisions of this Master Agreement. The Port has two options, exercisable sequentially and unilaterally by the Port in its sole discretion, to extend the term of this Master Agreement for one year at a time; as such the anticipated total term of this Contract is seven years. The Port may exercise such an option by giving Supplier written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Master Agreement term does not excuse Supplier's obligations which commenced prior to such expiration.

2.2 Supplier may enter into local agreements with Participating Public Agencies accessing the Master Agreement through OMNIA Partners, so long as the effective date of such agreements precede the Master Agreement's expiration date. The full term (any combination of initial and renewal periods) of any such local agreements may not exceed seven years.

3 SUPPLIER'S OBLIGATIONS

Supplier's obligations under this Master Agreement include, but are not limited to, the following:

3.1 To sell, furnish, and deliver the Products and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, in accordance with applicable specifications and other requirements in the Scope of Services attached as **Schedule 3.1**, upon Supplier's receipt of an authorized order from the Port;

3.2 To submit reports of all sales activity under this Master Agreement, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Contract Administrator upon request;

3.3 To provide the Port's Contract Administrator a minimum of two contact names for Supplier, including 24 hour-accessible phone numbers (office, home, or cellular), with full authority to make all necessary shipping arrangements for Products and Services. The Port will identify the Port's representatives which are authorized to place orders against this Master Agreement; and

3.4 To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Master Agreement or to Supplier's obligations under this Master Agreement, as they may be adopted or amended from time to time.

4 COMPENSATION

4.1 Basis of Compensation

The Port will pay for Products and Services on a price-per-unit basis, as set forth on the attached **Schedule 4.1**. Supplier acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Products and Services in accordance with this Master Agreement. Similar items purchased but not listed on **Schedule 4.1** shall be supplied at a minimum 6% discount from Supplier's published list(s) price for Products, and a 6% discount for Services. Such discount structure must remain constant throughout the term of this Contract.

4.2 Annual Rate Adjustments

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("Contract Year") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the following Contract Year. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items, published by the U.S. Department of Labor.

5 INVOICING; PAYMENT

5.1.1 Supplier shall invoice the Port no more than frequently than once monthly, and each monthly invoice must be received at the Port no later than twenty (20) calendar days following the last day of the preceding calendar month. Supplier shall submit invoices with all backup documentation to Accounts Payable, Port of Portland, P.O. Box 3529, Portland, Oregon 97208 or via email to portinvoices@portofportland.com. Provisions on Supplier's invoices that purport to modify or supplement the provisions of this Master Agreement are void.

5.1.2 The Port will pay Supplier all undisputed amounts within thirty (30) days after the Port's receipt of Supplier's properly-completed invoice, or any shorter period required by law. The Port is not obligated to pay an invoice until all required supporting materials are submitted. Upon the Port's request Supplier will correct and re-issue invoices submitted to the Port that do not comply with this Master Agreement's invoicing requirements. If corrections are required, the Port will transmit payment to Supplier within forty-five (45) days after the Port's receipt of Supplier's corrected invoice, or any shorter period required by law.

6 NO MINIMUM AMOUNT OF WORK GUARANTEED

This Master Agreement is executed for work-as-required and there is no guarantee as to the total compensation to be realized by the Supplier under this Master Agreement.

7 SUPPLIER IS INDEPENDENT CONTRACTOR

Supplier is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Master Agreement. Neither Supplier nor any partner, director, officer, manager, member, employee, subcontractor, or agents of Supplier will be deemed to be an employee of the Port. The Port will not withhold any taxes from any payments made to Supplier, and Supplier will be solely responsible for paying all applicable taxes arising out of or resulting from the performance of services, including but not limited to income, social security, worker's compensation, and employment insurance taxes. Supplier represents, warrants, and covenants to the Port that, in the provision of services, Supplier is customarily engaged in, and will continue to customarily engage in, an independently-established business as described in ORS 670.600(3).

8 DUTY TO INFORM

Supplier shall give prompt written notice to the Port if, at any time during the performance of this Master Agreement, Supplier becomes aware of actual or potential problems, faults, or defects in the Products and Services, any non-conformance with the Master Agreement, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Supplier shall constitute neither agreement with nor acquiescence in Supplier's statement or claim and shall not constitute a waiver of any of the Port's rights.

9 REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties

9.1.1 All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to those of Products and Services delivered under this Master Agreement which meet the definition of goods for purposes of ORS Chapter 72. Supplier represents and further warrants to the Port that:

a) the Products and Services will conform to the specifications set forth in this Master Agreement and be free from material defects;

b) the Products and Services will comply with all applicable federal health and safety standards; and

c) Supplier has good title to the Products and Services, and that Supplier conveys the Products and Services to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Supplier will defend title to the Products and Services against the rightful claim of any person.

9.1.2 The warranties specified in this Section 9 are in addition to, and not in lieu of, any other warranties provided in this Master Agreement. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

9.2 Manufacturer Warranties

At no charge to the Port, Supplier shall transfer or cause the transfer of all manufacturers' warranties for Products and Services and component parts, if any, to the Port for the Port's benefit when Supplier delivers Products and Services to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Supplier's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

10 INDEMNIFICATION

Supplier shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Supplier or Supplier's partners, directors, officers, employees, subcontractors, invitees, or agents under this Master Agreement.

11 DAMAGE TO PORT PROPERTY

Supplier shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Supplier or Supplier's partners, directors, officers, employees, subcontractors, invitees, or agents under this Master Agreement.

12 INSURANCE

12.1 Liability Insurance

Supplier shall maintain occurrence-form commercial general liability and automobile liability insurance for the protection of Supplier, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Supplier's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Master Agreement number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

12.2 Workers' Compensation Coverage; Employers' Liability Coverage

Supplier shall maintain workers compensation and employers' liability coverage for all Supplier's employees who are subject to Oregon's Workers' Compensation statute (and/or Supplier's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Supplier's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

12.3 Certificates

12.3.1 Certificates Required

Prior to full execution of this Master Agreement, Supplier shall furnish the Port with:

- a) certificates referencing this Master Agreement (by number, if known), coverage dates, amount, and type of insurance required by this Master Agreement; and
- b) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

12.3.2 Certificate Management; Notice Requirement

When the period of Supplier's performance under this Master Agreement exceeds the coverage period stated on a certificate, prior to the certificate expiration date Supplier or its insurer must furnish updated certificates demonstrating continuous coverage. Supplier or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

13 BREACH OF CONTRACT

13.1 Generally

Supplier acknowledges that its breach of its obligation to deliver promised quantities of Products and Services within the time periods set forth in this Master Agreement may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

13.2 Cure; Remedies

Supplier must cure any breach of this Master Agreement within the shortest reasonable time after Supplier first has actual notice of the breach or the Port notifies Supplier of the breach, whichever is earlier. If Supplier fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

13.2.1 Substitute Products and Services

The Port may terminate that part of this Master Agreement affected by the breach upon written notice to Supplier, may obtain substitute Products and services in a reasonable manner, and may recover from Supplier the amount by which the price for those substitute Products and Services exceeds the price for the terminated Products and Services.

13.2.2 Suspension of Orders

Pending a decision to terminate all or part of this Master Agreement under this Section, the Port may unilaterally order Supplier to suspend all or part of the ordered Products and Services. If the Port terminates all or part of this Master Agreement after such a suspension, Supplier shall be entitled to compensation only for Products and Services accepted by the Port and delivered as required by this Master Agreement prior to the date of termination but not for any Products and Services delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Supplier to resume the delivery of those Products and Services, Supplier shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

13.2.3 Default

If the breach is material, the Port may declare Supplier in default, and the Port may pursue any remedy available for a default.

13.3 Recovery of Amounts Due for Breach

To recover any amounts Supplier owes to the Port due to Supplier's material or non-material breach of this Master Agreement, the Port may withhold such amounts from any Port payments to Supplier, including but not limited to payments made under this Master Agreement or under any other agreement between the parties. Supplier's default under this Master Agreement will be, at the Port's option, a default under any other agreement between the parties.

13.4 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Master Agreement, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Master Agreement. All available remedies are cumulative and may be exercised singularly or concurrently.

14 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Master Agreement at any time for its own convenience by written notice to Supplier. Upon termination under this Section, Supplier shall be entitled to compensation for all Products and Services delivered to and accepted by the Port prior to Supplier's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Supplier's reasonable costs actually incurred in closing out the Master Agreement. Supplier shall not be entitled to compensation for any Products and Services ordered

but not yet delivered and accepted by Port prior to Supplier's actual notice of the termination or receipt of written notice of termination.

15 AIRPORT SECURITY AND BADGING REQUIREMENTS

15.1 Compliance Mandatory

At all times during the delivery or performance of Products and Services at the Portland International Airport ("PDX"), Supplier will comply with all applicable rules and regulations governing airport security (collectively, "Airport Security Rules and Regulations"), including but not limited to the security badging, access control, and keys/locks requirements set forth in the PDX Rules (available at <https://www.portofportland.com> or from the Port Project Manager upon request), and all applicable regulations promulgated by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA"). Supplier will further ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with all Airport Security Rules and Regulations when providing Services at PDX. Supplier will obtain and thoroughly review the PDX Rules and other Airport Security Rules and Regulations before commencing Services.

15.2 Supplier Security and Badging Responsibilities

Supplier warrants and will ensure that any person providing Services that receives a security badge meets all applicable requirements for having a security badge. Supplier will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the PDX Security Badging Office when badgeholders leave Supplier's employment or no longer provide Services at PDX, and will obtain a receipt for the return of such items. Supplier will submit a copy of the receipt to the Port Project Manager. All unreturned badge or access device fees due in accordance with the PDX Rules may be deducted from any payment due under this Master Agreement.

15.3 Security Violations

A violation of the Airport Security Rules and Regulations will be considered an act or omission for purposes of the indemnification provisions in Section 10, and is a per se material breach of this Master Agreement.

16 SECURITY REQUIREMENTS AT OTHER PORT LOCATIONS

16.1 Compliance Mandatory

At all times during the performance of Services, Supplier will comply with all applicable security requirements for the premises, including but not limited to the Port's Marine Terminal Security Guidelines and any other security rules maintained by the Port, its tenant in possession of the premises, or other governing authorities. Supplier will further ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with such security requirements. Supplier must obtain and review copies of applicable security requirements from the Port before commencing Services. Supplier will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the Port Security Badging Office when badgeholders leave Supplier's employment or no longer provide Services and will obtain a receipt for the return of such items. Supplier will submit a copy of the receipt to the Port Project Manager. Any unreturned badge or access device fees due in accordance with applicable Port rules may be deducted from any payment due under this Master Agreement.

16.2 Marine Terminal Requirements

As more fully described in the Port's Marine Terminal Security Guidelines, all personnel requiring unescorted access to secure areas of Port Marine Terminals 2, 4, 5, and 6 must possess a Transportation Worker Identification Credential ("TWIC") issued by the TSA. Enrollment is available online at <https://www.tsa.gov/for-industry/twic>.

16.3 Security Violations

A violation of applicable security requirements will be considered an act or omission for purposes of the indemnification provisions in Section 10, and is a per se material breach of this Master Agreement.

17 STATUTORILY-REQUIRED PROVISIONS

17.1 Payment for Labor or Material

As a condition of this Master Agreement, Supplier shall make payment promptly, as due, to all persons supplying to Supplier labor or material for the performance of the Services. [Required by ORS 279B.220(1)]

17.2 Pay Equity

Supplier shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of the Master Agreement and a failure to comply is a breach that entitles the Port to terminate the Master Agreement for cause. [Required by ORS 279B.235(1)(b)]

17.3 Employee Discussions of Rate of Pay or Benefits

Supplier shall not prohibit any of Supplier's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. [Required by ORS 279B.235(1)(c)]

17.4 Hours of Labor

Persons employed under this Master Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [Required by ORS 279B.235(5)]

17.5 Contributions to the Industrial Accident Fund

As a condition of this Master Agreement, Supplier shall pay all contributions or amounts due the Industrial Accident Fund from Supplier or Supplier's subcontractor incurred in the performance of this Master Agreement. [Required by ORS 279B.220(2)]

17.6 Income Tax Withholding

As a condition of this Master Agreement, Supplier shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167. [Required by ORS 279B.220(4)]

17.7 Workers' Compensation

As a condition of this Master Agreement, all subject employers performing Services under this Master Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

17.8 Medical Care for Employees

As a condition of this Master Agreement, Supplier shall promptly, as due, make payment to any person, co partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Supplier, of all sums that Supplier agrees to pay for such services and all moneys and sums that Supplier collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

17.9 Liens and Claims Prohibited

As a condition of this Master Agreement Supplier shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Master Agreement. [Required by ORS 279B.220(3)]

17.10 Compliance with Tax Laws

Supplier represents and warrants that Supplier has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Supplier covenants that Supplier will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Master Agreement. Supplier's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Supplier executed this Master Agreement or during the term of this Master Agreement will be a default for which the Port may terminate the Master Agreement and seek damages and other relief available under the terms of this Master Agreement and under applicable law. [Required by ORS 279B.045]

18 MISCELLANEOUS PROVISIONS

18.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Master Agreement.

18.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Master Agreement due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

18.3 No Assignment

Supplier may not assign any interest or delegate any obligation under this Master Agreement without the Port's prior written consent. Any assignment or transfer attempted in violation of this Section 18.3 shall be void.

18.4 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Master Agreement. The parties also agree that Oregon law applies to this Master Agreement, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Master Agreement shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Supplier shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenienc, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Master Agreement.

18.5 Successors and Assigns

This Master Agreement shall bind the parties and their permitted assigns.

18.6 Supplier Identification

Supplier shall furnish to the Port Supplier's employer identification number, as designated by the Internal Revenue Service.

18.7 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

18.8 Modification

This Master Agreement may only be modified only by a writing signed by both parties. No oral modification shall be effective.

18.9 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to such claim at trial and on appeal in an action brought with respect to this Master Agreement.

18.10 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Master Agreement. Supplier agrees to extend the terms, conditions, and prices of this Master Agreement to any purchasing contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Supplier and purchasing contracting agencies are entirely independent of and have no effect upon this Master Agreement.

18.11 Counterparts, Execution, Electronic Signatures

This Master Agreement may be executed in counterparts. This Master Agreement may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Supplier's consent is not required for this Master Agreement to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Supplier grants such consent.

18.12 Integration

This Master Agreement contains the entire agreement between the parties regarding the subject matter of this Master Agreement and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Master Agreement.

18.13 Attachments

Any exhibits, schedules, and other attachments referenced in this Master Agreement are part of this Master Agreement.

18.14 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Master Agreement on behalf of the party for which they sign.

[Signature page follows]

Supplier:

Farber Specialty Vehicles

By: DocuSigned by: Steve Goodyear
AD13955152B34ED...

Print name: Steve Goodyear

As its: Vice President of Sales

Date signed: 7/26/2024

Phone: 18003313188

Email: sgoodyear@farberspecialty.com

Port:

Port of Portland DocuSigned by:

By: Mayra Arreola
8D007FAFD81A475...

Print name: Mayra Arreola

As its: Chief Shared Prosperity Officer

Date signed: 7/26/2024

DocuSigned by: Approved as to legal sufficiency for the Port:

Evan A. Smith

Counsel for the Port of Portland

SCHEDULE 4.1

ATTACHMENT A

Attachment A can be accessed from the OMNIA Partners microsite for this contract. <https://www.omniapartners.com/solutions/contract-offerings>

Web Postings



SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

Current Solicitations

 **Lead Agency:** Port of Portland

Ambulance, Emergency Vehicles, Fire Apparatus & Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies, and Services

Response Due: Wednesday, January 31, 2024 4:00 PM (PST)

[Request Solicitation](#)

Ambulance, Emergency Vehicles, Fire Apparatus & Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies, a...

REMAINING
54 days

- Bid Information**
- Documents
- Addenda/Emails
- Q&A
- Prospective Bidders
- Bid Results
- Award

Bid Detail

Project Title Ambulance, Emergency Vehicles, Fire Apparatus & Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies, and Services.

Invitation # 2022-9961
Bid Posting Date 11/28/2023 8:51 AM (PST)
Project Stage Bidding
Bid Due Date 01/31/2024 4:00 PM (PST)
Response Format Electronic

Project Type RFP (Request for Proposal)
Response Types Response File
 General Attachment
 General Attachment
 General Attachment

Type of Award Lump Sum
Categories 07177 - SPECIALTY VEHICLES
 07230 - TRUCKS, FIRE PROTECTION AND CRASH RESCUE
 03500 - AIRCRAFT AND AIRPORT EQUIPMEN
 07000 - AUTOMOTIVE VEHICLES AND RELATE
 97514 - Automobiles and Other Passenger Vehicles, Including Emergency Type Rental or Lease

License Requirements

Department Contracts & Procurement
Address P.O. Box 3529
 Portland, Oregon

Place eBid

Arizona Business Gazette

The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

This is not an invoice

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

OMNIA PARTNERS
840 CRESCENT CENTRE DR # 600
FRANKLIN, TN 37067-4687

The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portofportland.cfm?CompanyID=15598> or www.omniapartners.com
PRE-PROPOSAL CONFERENCE:
Thursday, December 14, 2023, via Microsoft Teams Meeting.
PROPOSAL DUE DATE:
January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or Julia.fraser@portofportland.com.
Pub: Nov 30, 2023

This is not an invoice

Order # 0005860427 # of Affidavits: 1

P.O # 2022-9961

Issues Dated:

11/30/23

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.



Sworn to before me this

30 TH day of
NOVEMBER 2023



Notary Public



My Commission expires:

VICKY FELTY
Notary Public
State of Wisconsin

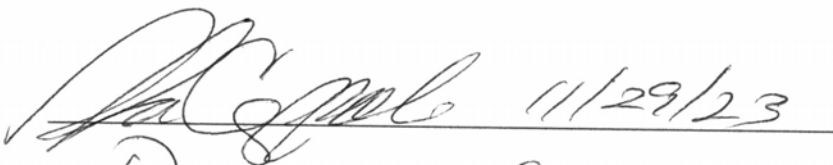
Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

OMNIA Partners
840 Crescent Centre Dr #600
Franklin TN Franklin

Account Number: 600131948
Order Number: IPLATU0028697
Order Invoice Text: #2022-9961 Ambulance, Emer-
gency Vehicles

D LaCoppola / T Duquette / A Tunstall of the city of Albany, being duly sworn, says that he/she is a principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the City of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates:

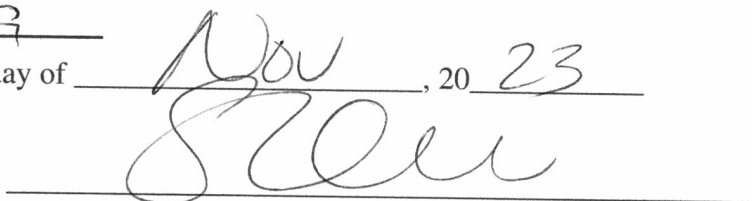
11/29/2023



Denise R. LaCoppola

Subscribed and sworn to before me, this 29 day of Nov, 2023

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2027



Notary Public Albany County

The **Port of Portland** is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services** (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

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PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910



PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

OMNIA Partners
OMNIA Partners
5001 Aspen Grove Drive
Franklin, TN 37067

ACCOUNT NUMBER

56342

ACCOUNT NAME

OMNIA Partners

TELEPHONE

615-786-1149

ORDER #

DN0022499

CUSTOMER REFERENCE NUMBER

RFP No. 2022-9961

CAPTION

REQUEST FOR PROPOSALS The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961).

TOTAL COST

\$40.56

REQUEST FOR PROPOSALS

The **Port of Portland** is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services** (RFP No. **2022-9961**). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

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LOCAL TIME. CONTACT:
Julia Fraser, 503-415-6541 or
Julia.fraser@portofportland.com.
DN0022499

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR OMNIA PARTNERS** WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 12/01/2023

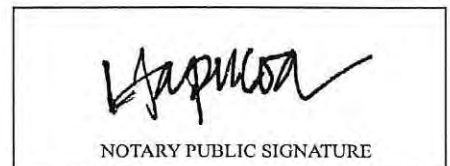
DATE 12/19/2023

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 20th DAY OF DECEMBER IN THE YEAR 2023

BY KARYN VIGIL

SIGNATURE



Daily Journal of Commerce
11 NE Martin Luther King Jr Blvd.
Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358



Affidavit of Publication

To: SUSAN Passman -
840 Crescent Centre Dr, Ste 600
Franklin, TN, 370674687

Re: Legal Notice 2560701, AMBULANCE, EMERGENCY VEHICLES, FIRE APPARATUS AND SPECIALTY VEHICLES,
State of OR }

County of Multnomah }

} SS:
}

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
AMBULANCE, EMERGENCY VEHICLES, FIRE APPARATUS AND SPECIALTY VEHICLES,
PORT OF PORTLAND
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
11/29/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 29th day of November 2023

By:

Michelle A. Ropp

By:

Nick Evan Bjork
Notary Public, State of OR
No. 995746
My commission expires on January 12, 2024

EXHIBIT A

**PORT OF PORTLAND
AMBULANCE, EMERGENCY
VEHICLES, FIRE APPARATUS AND
SPECIALTY VEHICLES, EQUIPMENT
AND ACCESSORIES AND
RELATED EQUIPMENT, SUPPLIES
AND SERVICES**

**Proposals due 4:00 pm,
January 21, 2024**

REQUEST FOR PROPOSALS

The **Port of Portland** is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services** (RFP No. **2022-9961**). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

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January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or Julia.fraser@portofportland.com.

Published Nov. 29, 2023. 2560701

***** Proof of Publication *****

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

OMNIA Partners
Susan Passman
840 Crescent Centre Dr Suite 600
Franklin, TN 37067

ORDER NUMBER 178656

NOTICE

The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

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PROPOSAL DUE DATE: January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or Julia.fraser@portofportland.com
November 25, 2023 178656 **MNAXLP**

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The Helena Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the Advertisements thereof.

Mark below if certification for the State of Montana
I hereby certify that I have read sec. 18-7-204 and 18-7-205, MCA, and subsequent revisions, and declare that the price or rate charged the State of Montana for the publication for which claim is made in printed copy in the amount of \$_____ is not in excess of the minimum rate charged any other advertiser for publication of advertisement, set in the same size type and published for the same number of insertions, further certify that this claim is correct and just in all respects, and that payment or credit has not been received.

Mandy Schilling

STATE OF MONTANA
County of Lewis & Clark

On this day of Nov. 27, 2023 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mandy Schilling known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

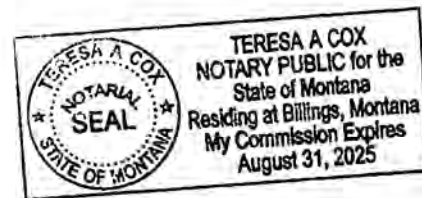
Section: Legal
Category: 0701 Legals Helena
PUBLISHED ON: 11/25/2023

TOTAL AD COST: 70.48

FILED ON: 11/27/2023

Teresa A Cox
NOTARY PUBLIC for the State of Montana
Residing at Billings, MT

My commission expires: 8/31/2025



Certificate of the Publisher

The Herald-News

Description:RFP # 2022-9961
2125888
RFP # 2022-9961

OMNIA PARTNERS
5001 ASPEN GROVE DR
FRANKLIN TN 37067

Shaw Media certifies that it is the publisher of The Herald-News.
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/29/2023

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its Publisher, at Joliet, Illinois, on 29th day of November, A.D. 2023

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$81.62

PUBLIC NOTICE

The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

PRE-PROPOSAL CONFERENCE: Thursday, December 14, 2023, via Microsoft Teams Meeting.

PROPOSAL DUE DATE: January 21, 2024, BEFORE 4:00 PM LOCAL TIME.

CONTACT: Julia Fraser, 503-415-6541 or julia.fraser@portofportland.com.

(Published in Herald-News November 29, 2023) 2125888



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

OMNIA PARTNERS
 RAN A LEGAL NOTICE
 SIZE BEING: 1 x26 L

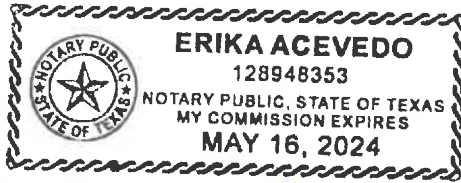
0034307584

Product	Date	Class	Page
HCN Cypress Creek Champions	Nov 29 2023	Bids and Proposals	A 7
HCN Cypress Creek Cypress	Nov 29 2023	Bids and Proposals	
HCN Tomball Potpourri	Nov 29 2023	Bids and Proposals	
HCN Cypress Creek Champions	Dec 6 2023	Bids and Proposals	A 6
HCN Cypress Creek Cypress	Dec 6 2023	Bids and Proposals	
HCN Tomball Potpourri	Dec 6 2023	Bids and Proposals	

Victoria Borod

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 6th Day of December A.D. 2023



Erika Acevedo

Notary Public in and for the State of Texas

The **Port of Portland** is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services** (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

PRE-PROPOSAL CONFERENCE:
Thursday, December 14, 2023,
via Microsoft Teams Meeting.

PROPOSAL DUE DATE:
January 21, 2024, BEFORE 4:00 PM
LOCAL TIME. CONTACT: Julia Fraser,
503-415-6541 or
Julia.fraser@portofportland.com.



Las Vegas Review-Journal
1111 W. Bonanza Road
Las Vegas, NV 89106

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

OMNIA PARTNERS
5001 ASPEN GROVE DRIVE
FRANKLIN TN 37067

Account #
Order ID

111591
304184

Leslie McCormick, being 1st duty sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal/Las Vegas Sun, daily newspaper regularly issued, published and circulated in the Clark County, Las Vegas, Nevada and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal/Las Vegas Sun, in 1 edition(s) of said newspaper issued from 11/29/2023 to 11/29/2023, on the following day(s):

11/29/2023

Leslie McCormick

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this November 29, 2023

Notary

Linda Espinoza



REQUEST FOR PROPOSALS

The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

PRE-PROPOSAL CONFERENCE:
Thursday, December 14, 2023, via Microsoft Teams Meeting.

PROPOSAL DUE DATE:
January 21, 2024, BEFORE 4:00 PM LOCAL TIME.

CONTACT:
Julia Fraser, 503-415-6541 or Julia.fraser@portofportland.com.

PUB: Nov. 29, 2023
LV Review-Journal



LOCALiQ

Observer-Dispatch | Daily Messenger
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Susan Passman
Susan Passman
Omnia Partners
5001 Aspen Grove DR
Franklin TN 37067-3113

STATE OF WISCONSIN, COUNTY OF BROWN

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/29/2023

and that the fees charged are legal.
Sworn to and subscribed before on 11/29/2023



Legal Clerk


Notary, State of WI, County of Brown


My commission expires

Publication Cost: \$19.20
Order No: 9546368 # of Copies:
Customer No: 1198054 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

The Port of Portland is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961)**. In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniqpartners.com

PRE-PROPOSAL CONFERENCE:
Thursday, December 14, 2023, via
Microsoft Teams Meeting.

PROPOSAL DUE DATE:
January 21, 2024, BEFORE 4:00 PM
LOCAL TIME. CONTACT: Julia Fraser,
503-415-6541 or
Julia.fraser@portofportland.com.

November 29, 2023 (\$11.70)

Richmond Times-Dispatch

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Hudson, ss:

Ayesha Carletta M Cochran-Worthen, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Richmond Times Dispatch, a newspaper printed and published in the City of Richmond, State of Virginia, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Nov. 29, 2023

NOTICE ID: nPJ5au4hAQ6Tw5Y1xSxZ

PUBLISHER ID: COL-7000063

NOTICE NAME: Ambulance Proposal

Publication Fee: 219.98

Ad Size: 1 X 29 L

Category: General Legal Notice

Under penalty of perjury, I, the undersigned affiant swear or affirm that the statements above are true and accurate to the best of my knowledge and belief.

(Signed) *Ayesha Carletta M Cochran-Worthen*

VERIFICATION

State of New Jersey
County of Hudson

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

Subscribed in my presence and sworn to before me on this: 11/29/2023

Shanea H. Holmes

Notary Public
This notarial act involved the use of communication technology

Public Notice

The **Port of Portland** is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services** (RFP No. **2022-9961** . In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

PRE-PROPOSAL CONFERENCE: Thursday, December 14, 2023, via Microsoft Teams Meeting.

PROPOSAL DUE DATE: January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or Julia.fraser@portofportland.com. COL-7000063

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

Susan Passman
OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN - 37067

SB #: 3759943

The **Port of Portland** is requesting proposals from qualified and experienced firms to provide **Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services** (RFP No. **2022-9961**). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com
PRE-PROPOSAL CONFERENCE: Thursday, December 14, 2023, via Microsoft Teams Meeting.
PROPOSAL DUE DATE: January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or Julia.fraser@portofportland.com.
11/29, 12/6/23

SBS-3759943#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

Ambulance_Emergency & Specialty Vehicles

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/29/2023, 12/06/2023

Executed on: 12/06/2023
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email * A 0 0 0 0 0 6 6 4 1 1 0 *

STATE OF WASHINGTON -- KING COUNTY

--SS.

422743
OMNIA PARTNERS

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

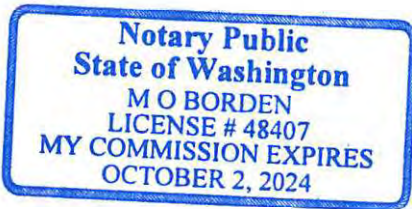
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:AMBULANCE,EMERG VEHI

was published on

11/29/23

The amount of the fee charged for the foregoing publication is the sum of \$101.75.



[Handwritten Signature]

Subscribed and sworn to before me on

11/29/2023

[Handwritten Signature]

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

Port of Portland

**Ambulance,
Emergency Vehicles,
Fire Apparatus and
Specialty Vehicles,
Equipment and
Accessories**

Proposals Due: Jan. 21, 2024

The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

PRE-PROPOSAL CONFERENCE: Thursday, December 14, 2023, via Microsoft Teams Meeting.

PROPOSAL DUE DATE: January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or julia.fraser@portofportland.com.

Date of publication in the Seattle Daily Journal of Commerce, November 29, 2023.

11/29(422743)

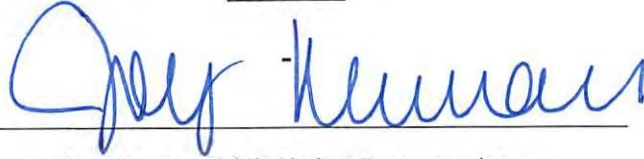
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE
ADVOCATE, a daily newspaper of general circulation
published in Baton Rouge, Louisiana, and the Official
Journal of the State of Louisiana, City of Baton Rouge,
and Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/THE NEW ORLEANS
ADVOCATE, in New Orleans Louisiana or published
daily in THE ACADIANA ADVOCATE in the following
issues:

11/29/2023



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature
appears above

29 Nov 2023



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 63669

PUBLIC NOTICE

The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-5961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portofportlandcmr/contract/12338> or www.omegapartners.com

PRE-PROPOSAL CONFERENCE: Thursday, December 14, 2023 via Microsoft Teams Meeting.

PROPOSAL DUE DATE: January 21, 2024, BEFORE 4:00 PM LOCAL TIME.
CONTACT: Julia Fraser, 503-415-6541 or julia.fraser@portofportland.com.

63669-nov 29-11



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
85724	492824	Print Legal Ad-IPL01490670 - IPL0149067		\$176.94	1	21L

Attention: Susan Passman
OMNIA Partners
840 Crescent Centre Dr #600
Franklin, Tennessee 37067
Susan.Passman@omniapartners.com

Request For Proposals
The Port of Portland is requesting proposals from qualified and experienced firms to provide Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services (RFP No. 2022-9961). In order to be considered, the Offeror must complete and submit a proposal to the Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or www.omniapartners.com

PRE-PROPOSAL CONFERENCE: Thursday, December 14, 2023, via Microsoft Teams Meeting.

PROPOSAL DUE DATE:
January 21, 2024, BEFORE 4:00 PM LOCAL TIME. CONTACT: Julia Fraser, 503-415-6541 or julia.fraser@portofportland.com.
IPL0149067
Nov 29 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
11/29/23

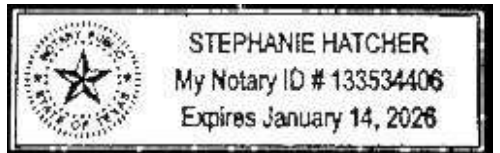
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 29th day of November in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!




February 1, 2024

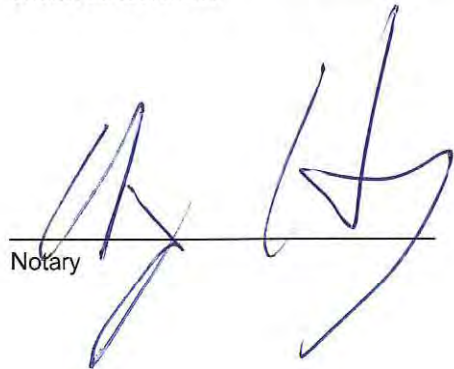
To Whom It May Concern:

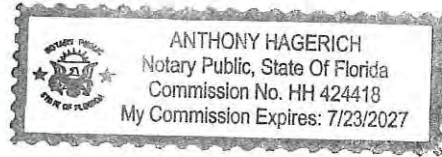
I am a duly authorized representative of MCA Russell Johns Associates LLC, the company handling the advertising matters for the USA Today, a daily newspaper distributed within the United States.

A Public Notice was placed by Omnia Partners (RFP No. 2022-9961) and was published in said newspaper within the marketplace section of USA Today on November 29, 2023.


 Anthony Pacini

On this 1st day of February, 2024 I attest that the attached document is a true, exact, complete, and unaltered tearsheet.


 Notary



INTENT TO NEGOTIATE

Solicitation Number 2022-9961

**Ambulance, Emergency Vehicles, Fire Apparatus, and Specialty Vehicles,
Equipment and Accessories**

The Port of Portland has completed its review of the submittals received for the above referenced Solicitation and intends to enter into negotiations with the two highest ranked proposers:

- Farber Specialty Vehicles
- LDV Inc.

Questions related to this intent may be directed to Julia Fraser, Senior Procurement Specialist. The Port of Portland thanks all proposers for their interest in doing business with the Port, and strongly appreciates the efforts put forward in this solicitation process.

May 7, 2024



Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

Executive Summary

Lead Agency: Port of Portland

Solicitation: 2022-9961

RFP Issued: November 29, 2023

Pre-Proposal Date: December 14, 2023

Response Due Date: January 31, 2024

Proposals Received: # 3

Awarded to: Farber Specialty Vehicles

The Port of Portland Department of Procurement issued RFP 2022-9961 on November 29, 2023, to establish a national cooperative contract for Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services.

The solicitation included cooperative purchasing language in Section 1.2:

The Port, as the Principal Procurement Agency (as defined in Attachment A), has partnered with OMNIA Partners to make the contract that results from this RFP (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other Participating 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, through OMNIA Partners' cooperative purchasing program. The Port is acting as the Principal Procurement Agency for any other Participating Public Agency that elects to utilize the Master Agreement. Use of the Master Agreement by any Participating Public Agency is preceded by their registration with OMNIA Partners 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 within Attachment A, or as otherwise agreed to. Attachment A contains Solicitation Number 2022-9961 additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Port of Portland website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal

On January 31, 2024 proposals were received from the following offerors:

- Farber Specialty Vehicles
- LDV Inc.
- Matthews Specialty Vehicles

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Farber Specialty Vehicles and proceeding with contract award(s) upon successful completion of negotiations.

The Port of Portland, OMNIA Partners and Farber Specialty Vehicles successfully negotiated a contract, and the Port executed the agreement with a contract effective date of July 26, 2024.

Contract includes: Products and Services under Category C – Specialty Vehicles, Equipment and Accessories, and Category D – Related Equipment Supplies and Services, including mobile command, centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transport, mobile classrooms, mobile medical units, mobile dental units, mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, and any other specialty vehicles. The supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial five (5) year agreement from 7/26/2024 through 7/25/2029 with the option to renew for two (2) additional one-year periods through 7/25/2031.

Pricing/Discount: Pricing is available upon request.

Procurement Compliance Questionnaire

RFP # 2022-9961 Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

Objective: To determine whether the cooperative has followed the State of Arizona procurement laws and the Arizona School District Procurement Rules, as adopted by the State Board of Education in the Arizona Administrative Code (A.A.C.) R7-1-1001 et seq., to promote fair and open competition among vendors to help ensure the cooperative’s members are receiving the best value for the public monies they spend.

The audit firm must select and test the lesser of 50 percent or 15 of the cooperative’s solicitations completed during the fiscal year to be used by Arizona school districts, but no fewer than 5 solicitations. These sample sizes represent the minimum level of required test work. Audit firms should use their professional judgment in determining whether a larger sample is needed.

In the parentheses provided below, indicate the population size and actual number of solicitations tested and total number of solicitations completed. If all solicitations are tested, indicate such in the comments. Of the total solicitations selected for testing, at least 40 percent must be competitive sealed bids and at least 40 percent must be competitive sealed proposals. If the 40 percent thresholds cannot be met because of an inadequate population size, the audit firm must test all solicitations completed through competitive sealed bids or proposals, as applicable. Of the solicitations selected, at least 1 should be for traditional construction (design-bid-build) and specified professional services, and at least 1 for construction-manager-at-risk, design-build, job-order-contracting, or qualified select bidders list, as applicable.

	YES/NO
Based upon review of (___) solicitations, (___) competitive sealed bids and (___) competitive sealed proposals from the (___) total solicitations completed during the fiscal year for the procurement of construction, materials, and services, did the cooperative follow the School District Procurement Rules (A.A.C. R7-2-1001 et seq) and do the following:	
1. Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any, and furnish those bidders with notice of available bids? A.A.C. R7-2-1023	Yes
<i>Comment: Intent to Bid List</i>	
2. Publish and provide other adequate notice, as applicable, of the issuance of solicitations? A.A.C. R7-2-1022, R7-2-1024(C), or R7-2-1042(C)	Yes
<i>Comment: Proof of Publication</i>	
3. Issue the solicitation at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was documented as necessary? A.A.C. R7-2-1024(A) or R7-2-1042(B)	Yes
<i>Comment: RFP Cover Page</i>	
4. Include all required content in the solicitation, as required by A.A.C. R7-2-1024(B) or R7-2-1042(A), including the requirement that bidders/offerors have taken steps to ensure no violation of A.R.S. §15-213(O) has occurred? (Note: If the response is “No,” the comment should specifically indicate which requirements were not complied with.)	Yes
<i>Comment: RFP document, General Requirements</i>	
5. Record the time and date that sealed bids or proposals were received and store bids or proposals unopened until the time and date set for opening? A.A.C. R7-2-1029 or R7-2-1045	Yes
<i>Comment: Electronic timestamp recorded in Port of Portland’s online bidding system</i>	
If a multiple award was made for a solicitation, did the cooperative: (Questions 6 through 9)	
6. Include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative’s basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? A.A.C. R7-2-1031(C) and R7-2-1050(B)	Yes
<i>Comment: RFP Schedule 1.7- Scope of Products and Services, 5. Multiple Award</i>	
7. Documented the specific reason(s), that a single award was not advantageous to the cooperative’s members and retained documentation that supported the basis for a multiple award? A.A.C. R7-2-1031(D) and R7-2-1050(C)	N/A
<i>Comment:</i>	
8. Establish and communicate to the cooperative’s members the procedures for the use of multiple award contracts? A.A.C. R7-2-1031(D) and R7-2-1050(C)	Yes
<i>Comment: RFP Schedule 1.7- Scope of Products and Services, 5. Multiple Award</i>	

Procurement Compliance Questionnaire

RFP # 2022-9961 Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

	YES/NO
9. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? A.A.C. R7-2-1031(D) and R7-2-1050(C)	N/A
<i>Comment:</i>	
10. For solicitations where only 1 responsive bid or proposal was received, did the cooperative determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for re-solicitation, and retain documentation that supported the basis for the determination? A.A.C. R7-2-1032 or R7-2-1046(A)(1)	N/A
<i>Comment:</i>	
11. For () solicitations issued through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the invitation for bid (IFB)? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.) A.A.C. R7-2-1031	N/A
<i>Comment:</i>	
12. For () solicitations issued through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative's members based on the factors set forth in the request for proposal (RFP) and retain documentation that supported the determination? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.) A.A.C. R7-2-1050	Yes
<i>Comment: RFP Proposal Structure Content and Evaluation Criteria- Section 3-5</i>	
13. If the cooperative issued solicitations for construction contracts that used construction-manager-at-risk, design-build, job-order-contracting, or qualified select bidders list to procure those services, did the cooperative comply with the requirements of A.A.C. R7-2-1100 through R7-2-1115? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.)	N/A
<i>Comment:</i>	
14. If the cooperative issued solicitations for goods and information services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of A.A.C. R7-2-1018 and R7-2-1021? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.)	N/A
<i>Comment:</i>	
15. Did the cooperative annually obtain signed procurement disclosure statements for all employees with job responsibilities related to procurement and for all procurement consultants, members of a procurement advisory group, or evaluation committee involved in each specific procurement process, that includes the required disclosures described in A.A.C. R-7-2-1008(C)? A.A.C. R7-2-1008 and R7-2-1015	Yes
<i>Comment: Evaluation Committee Member Statements</i>	
16. Based on type of procurement tested, did the cooperative prepare the applicable written determinations as required by the specific procurement rule(s) and specify the reasons and how the determination was made, within the solicitation or separately documented in the procurement file. A.A.C. R7-2-1004.	Yes
<i>Comment: Evaluation Scoring</i>	
17. If the cooperative used multi-term contracts for any of the solicitations tested:	
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(L) and A.A.C. R7-2-1093	Yes
<i>Comment: RFP 1.1 Introduction, 2nd paragraph / Schedule 1.4 Sample Contract, Section 2.2</i>	
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing that a contract of longer duration would be advantageous to its members before the solicitation was issued? A.R.S. §15-213(L) and A.A.C. R7-2-1093	N/A
<i>Comment:</i>	

Procurement Compliance Questionnaire

RFP # 2022-9961 Ambulance, Emergency Vehicles, Fire Apparatus and Specialty Vehicles, Equipment and Accessories and Related Equipment, Supplies and Services

		YES/NO
18. If the cooperative issued solicitations for specified professional services, consistent with A.A.C. R7-2-1117 through R7-2-1123 did it provide guidance for use of those contracts to cooperative member districts?		N/A
<i>Comment:</i>		
19. The cooperative's procurement files included the information required by A.A.C. R7-2-1001(97), as applicable, and were the files available to cooperative members for due diligence purposes? A.A.C. R7-2-1191(D) If the response is "No," specifically indicate which document listed in A.A.C. R7-2-1001(97) was not included in the file. Do not include items already cited on another question.		Yes
<i>Comment:</i>		
20. The cooperative provided training and guidance related to restrictions on soliciting, accepting, or agreeing to accept any personal gift or benefit with a value of \$300 or more to employees and vendors? A.R.S. §15-213 (N) and A.A.C.R7-2-1003		N/A
<i>Comment:</i>		
21. Did the cooperative have a procedure to prevent additional purchases by new members that would materially increase the volume of goods or services estimated in the original solicitation? A.A.C. R7-2-1011		N/A
<i>Comment:</i>		
22. Did the cooperative have a procedure to verify districts using the cooperative's contracts had an active cooperative purchasing agreement on file? A.A.C. R7-2-1191 through R7-2-1195		Yes
<i>Comment: PPA Certificate & Exhibit</i>		
This questionnaire was completed in accordance with guidelines established by the Arizona Auditor General and as set forth in the instructions on page 1.		
Audit Firm:		Date:
Preparer (audit firm representative):		Title:

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Please contact sgoodyear@farberspecialty.com for
more information.

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Nashville, TN 37219

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prg@nashville.gov

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Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Elizabeth Jefferson

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Accepted: 10/16/2024 5:22:00 PM

ID: 1e01212c-8b01-4113-8e40-de9f55645bd3

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication (None)

Dennis Rowland

Sent: 10/16/2024 5:25:30 PM

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Signed: 10/17/2024 6:48:09 AM

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Electronic Record and Signature Disclosure:

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Kevin Crumbo/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Kevin Crumbo/mjw

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Electronic Record and Signature Disclosure:

Accepted: 10/17/2024 9:08:10 AM

ID: 22e5395b-1d3d-4fae-a434-a0eb7f361667

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication (None)

Tessa V. Ortiz-Marsh

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Signature Adoption: Pre-selected Style

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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 10/18/2024 2:28:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/18/2024 11:05:21 AM
ID: 8ef2cb3e-dd75-4aa6-b5a9-d292997c6817

Tessa V. Ortiz-Marsh
tessa.ortiz-marsh@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/18/2024 2:28:18 PM
ID: 245557a0-a908-49ef-9ffd-17cf6f0e620a

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: 10/18/2024 9:00:57 AM
ID: 2dd3f7e6-59f5-403e-9872-00c422f4e59d

Terri Ray
terri.ray@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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