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CITY OF Hollywood FLORIDA

Department of Public Utilities
Public Utilities Administration
Inter-Office Memorandum

DATE: November 18, 2025 **FILE:** PU-26-19

TO: George R. Keller, Jr. CPPT
City Manager

VIA: DS AR
Adam Reichbach
Assistant City Manager

VIA: DS
Chris O'Brien
Director, Public Safety

DS **THRU:** DS
Otis Thomas
Director, Procurement and Contract Compliance

DS **FROM:** DS
Vincent Morello, P.E.
Director, Public Utilities

SUBJECT: Recommendation to Approve the Issuance of a Blanket Purchase Agreement to HD Supply Maintenance, LTD (HD) for Cleaning Supplies, Equipment, and Related Products and Services for the use of all City Departments and Division Offices in an amount up to $ 90,000.00 annually during the period of November 17, 2025 – June 30, 2027. The Procurement Method used is Piggyback.

ISSUE:

The Department of Public Utilities (Department) and other City departments and offices need cleaning supplies, equipment, and related custodial products and services. The services/supplies are required to support the maintenance of safe and sanitary buildings, facilities, and vehicles, and to provide a healthy working environment. A competitive process was conducted through Harford County Public Schools, MD (Harford), solicitation # 25-JH-011 for cleaning supplies, equipment, and custodial-related products, services, and solutions. Harford issued Contract #25-JH-011 to HD for a period of July 1, 2025, through June 30, 2027, with an option to renew for two additional two-year periods through June 30, 2031. HD has agreed to allow the City of Hollywood to piggyback contract 25-JH-011 under the same terms, conditions, and pricing.

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AUTHORITY:

§ 38.41 COMPETITIVE SOLICITATIONS REQUIRED; EXCEPTIONS
(C)(5) Piggyback purchases:
The CPO may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Pursuant to Section 38.38 of the Procurement Code, the City Manager or designee will have authority to approve and execute contracts up to $100,000.

A portion of funding for this Blanket Purchase Agreement is available in the FY 2026 Operating Budget for the Department of Public Utilities as well as Citywide Departments in Account Numbers 442.400101.53600.552310.000000.000.000, 442.400102.53600.552310.000000.000.000, 442.400103.53600.552310.000000.000.000, 442.400104.53600.552310.000000.000.000, 442.400203.53600.552310.000000.000.000, 442.400201.53600.552310.000000.000.000, 442.400301.53600.552310.000000.000.000, 442.400401.53600.552310.000000.000.000, 442.400501.53600.552310.000000.000.000, 442.400502.53600.552310.000000.000.000, 442.400601.53600.552310.000000.000.000, 442.400602.53600.552310.000000.000.000, and 443.410101.53800.552310.000000.000.000, and will be requested in subsequent fiscal years' operating budgets subject to approval and adoption by the City Commission

This Blanket Purchase Agreement is for citywide usage and additional funding will be identified on an as needed basis by each respective department subject to available funds.

RECOMMENDATION:

Authorize the issuance of a Blanket Purchase Agreement with HD for cleaning supplies, equipment, and custodial related products, services, and solutions in an amount up to $90,000.00 annually.

Signed by:
George R. Keller, Jr. CPPT
BB25DD053647405...

11/20/2025

APPROVED BY: George R. Keller, Jr. CPPT
City Manager

Date:

Attachments: Executed Piggyback Contract/Agreement and BID/RFP/Solicitation

Piggyback Request Form and Checklist

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Approved Certificate of Insurance

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Piggyback/Cooperative Contract Request Form and Checklist

(Use for purchase(s) over $5,000, when piggybacking off other contracts)

Department(s): Public Utilities	**Division/Area: Warehouse**
Requestor: Bereslore Parrish	**Title:** Storekeeper Supervisor
Phone: 954-924-2986	**Email:** bparrish@hollywoodfl.org

Requested Vendor: HD Supply Facilities Maintenance, Ltd	**Vendor Number:** 103567
Address: 3031 N. Andrews Ave, Lighthouse Point FL 33064	
Contact Person: Victor Singh	**Title:** Vendor Rep
Phone:	**Email:** victor.singh@hdsupply.com

Total cost of the requested product/service: $95,000.00	**Total estimated annual (fiscal year) cost of requested product/service**: $95,000.00
Account Number(s):Citywide	

Piggyback/Cooperative Contract Summary

Piggyback/Cooperative Contract Number and Title:	25-JH-011 Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.
Awarding Agency:	Hartford County Schools, MD
Services/Supplies to be provided:	Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.
Why are the Services/Supplies being obtained via a piggyback or cooperative contract (as opposed to issuing a solicitation or obtaining quotes):	The cost savings from this contract benefit the City by providing direct price reductions, lowering administrative expenses, and accelerating purchasing.

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Procurement Code, Section 38.41(C)(5) AND 38.47:

§ 38.41(C)(5) Piggyback purchases. The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

§ 38.47 Cooperative Purchasing. The CPO shall have the authority to join with other governmental entities in cooperative purchasing plans when the best interest of the City is served.

No.	Piggyback Justification Criteria	YES	NO	COMMENT
1	Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes? Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing? **Please explain.**	**YES**		Prices for this contract have been provided by Harford County Schools, MD through the competitive bidding process solicitation 25-JH-011.
2	Will use of the piggyback contract save City staff administrative time, efforts and resources? **Please explain.**	**YES**		Harford County Schools, MD has already expended personnel time, effort, and resources to procure the most competitive and cost-efficient bid for these services.
3	Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking? **If you answered "NO", state the grant source and provide documentation proving piggybacking or cooperative purchasing is allowed by the grantor.**	**YES**		Funding has been provided in the FY-26 Budget.

***If you answered "No" to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management or Procurement staff.**

No.	ITEMS VERIFIED	YES	NO	COMMENT
4	Piggyback/Cooperative Contract and Awarding Agency documentation are attached? This includes: • Solicitation Packet; • Vendor's Original Bid/Proposal to the Solicitation • Bid/Evaluation Tabulation; • Award Notice; • Executed Contract and any Amendments; • Any additional relevant documents	**YES**		Solicitation and Award Package for Contract 25-JH-011.
5	Piggyback Contract is Valid? **Please state the contract expiration and renewal dates.**	**YES**		Initial Term: July 1, 2025, to June 30, 2027. Renewal option for two additional two year periods through June 30, 2031.
6	Does the piggyback contract allow the utilization of the contract by other entities, including use in the	**YES**		The contract allows utilization by other governmental entities inf Florida.

	state of FL if it's an out of state contract? **Please explain.**			
7	Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised? **If yes, please provide the solicitation number.**	**YES**		Solicitation 25-JH-011
8	Goods/Services/Pricing requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract? **Please explain.** **Note: All vendor quotes or cost proposals prepared for the City must match the piggyback pricing and must reference the piggyback contract/number.**	**YES**		The same pricing that is being offered to Harford County Public Schools, MD will be received by City of Hollywood.
9	Does the piggyback contract have acceptable terms and conditions? **Please explain.**	**YES**		Harford County Public Schools, MD solicitation 25-JH-011 terms and conditions prevail over City's Purchasing Order terms and conditions.
10	Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the City's Risk Management? **Please attach COI/Risk approval, if applicable.**	**N/A**		N/A
11	Piggyback Contract has Warranty Conditions? **If yes, please list section or attach a copy of the warranty details.**		**N/A**	
12	Piggyback Contract has liquidated damages? **If yes, provide the daily liquidated amount or alternative damages.**		**N/A**	

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval to the Office of Procurement based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

DS

Requestor's Signature: DocuSigned by: Bereslore Parrish 6CFDFB30CA85450...

Date: 11/8/2025

Director's Signature: DocuSigned by: Vincent Morello 6385CE2A8EB545E...

Date: 11/12/2025

OFFICE OF PROCUREMENT APPROVAL

DS

Chief Procurement Officer's Signature: DocuSigned by: Otis Thomas 83A2D5C0D280438...

Date: 11/13/2025

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From: Bereslore Parrish
To: Daniela Behm
Subject: Fw: [EXT]FW: HD Supply PA600842
Date: Friday, October 31, 2025 10:31:40 AM
Attachments: image002.png
image003.gif
image006.png

Finally got an answer sorry for the delay.

Get Outlook for iOS

Bereslore Parrish
Storekeeper Supervisor
Public Utilities

Email: BPARRISH@hollywoodfl.org
Telephone: 954-924-2986

From: Feldman, Rick <Rick.Feldman@hdsupply.com>
Sent: Friday, October 31, 2025 9:31:08 AM
To: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Cc: Singh, Victor R <Victor.Singh@hdsupply.com>
Subject: [EXT]FW: HD Supply PA600842

Good morning Bear,

I am the Regional Sales Manager for Florida. Your rep (copied here) is Victor Singh. Victor took over for Steve. We approve you using the new OMNIA Contract 25-JH-011. Very happy to have to part of our OMNIA program. Moving forward, please contact Victor for all your needs. If you ever need anything from me, I will always be available to you as well. My contact information is below. Thanks for your business. Have a great weekend.

Rick Feldman
Regional Sales Manager, Public Sector Florida
m. 561.430.1213
e. Rick.Feldman@HDSupply.com
w. www.hdsupplysolutions.com/institutional

From: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Sent: Thursday, October 30, 2025 3:00 PM
To: Pfeiffer, Tony M <Tony.Pfeiffer@hdsupply.com>
Subject: [EXT] RE: HD Supply PA600842

Good afternoon Tony,

My name is Bear Parrish; I'm the Storekeeper Supplier for the City of Hollywood Utilities warehouse.

I was told you have replaced Steve Waldorf as my account Rep. In the past Steve would reply via email giving permission for the City of Hollywood to use the available Piggyback contract at its available terms and contract pricing. Would you please reply to this email approval for the City of Hollywood to Piggyback off the contract below.

Thank you

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Bereslore Parrish
Storekeeper Supervisor
Public Utilities

Email: BPARRISH@hollywoodfl.org
Telephone: 954-924-2986

From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Tuesday, October 21, 2025 3:02 PM
To: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Cc: Phyllis Shaw <PSHAW@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>
Subject: RE: HD Supply PA600842

Hi Bear,

Please review the Combined Piggyback Checklist and add/edit as needed. I left the vendor contact info blank. Let me know when you complete your review so I may start routing.

S:\PUBUTIL_2 Public Utilities City Manager's Memo\2025\October\Warehouse - Citywide HD Supply

Daniela Behm
Utilities Administrative Procurement Coordinator
Public Utilities

Email: DBEHM@hollywoodfl.org
Telephone: 954-967-4455 ext.5641

From: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Sent: Tuesday, October 21, 2025 3:01 PM
To: Daniela Behm <DBEHM@hollywoodfl.org>
Cc: Phyllis Shaw <PSHAW@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>
Subject: RE: HD Supply PA600842

Will do.

Bereslore Parrish
Storekeeper Supervisor
Public Utilities

Email: BPARRISH@hollywoodfl.org
Telephone: 954-924-2986

From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Tuesday, October 21, 2025 2:35 PM
To: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Cc: Phyllis Shaw <PSHAW@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>
Subject: RE: HD Supply PA600842

HI Bear,

Could you please reach out to vendor and have them provide in writing approval for City of Hollywood to piggyback off of Omnia Contract Number: 25-JH-011?

Thank you,

Daniela Behm
Utilities Administrative Procurement Coordinator
Public Utilities

Email: DBEHM@hollywoodfl.org
Telephone: 954-967-4455 ext.5641

From: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Sent: Monday, October 20, 2025 8:34 AM
To: Daniela Behm <DBEHM@hollywoodfl.org>
Cc: Phyllis Shaw <PSHAW@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>
Subject: RE: HD Supply PA600842

Good morning Dani,

Yes, let's move forward with the Omina piggyback for CM memo.
Thanks for the reminder!

Thank you,

Bereslore Parrish
Storekeeper Supervisor
Public Utilities

P.O. Box 229045
Hollywood, FL 33022

Email: BPARRISH@hollywoodfl.org
Telephone: 954-924-2986

www.HollywoodFL.org

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From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Saturday, October 18, 2025 1:35 PM
To: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Cc: Phyllis Shaw <PSHAW@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>
Subject: RE: HD Supply PA600842
Importance: High

Hi Bear,

Following up on the below. Please advise if you'd like to proceed with the below contract as this Contract expires 10/31.

Thank you,

Daniela Behm
Utilities Administrative Procurement Coordinator
Public Utilities

Email: DBEHM@hollywoodfl.org
Telephone: 954-967-4455 ext.5641

From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Tuesday, September 30, 2025 12:04 PM
To: Bereslore Parrish <BPARRISH@hollywoodfl.org>
Cc: Phyllis Shaw <PSHAW@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>
Subject: HD Supply PA600842

Hi Bear,

As discussed earlier, the HD Supply Contract is expiring on 10/31. I was able to locate the below contract in Omnia that we could piggyback. Please review contract and advise if this works for what is needed so I may start the piggyback process for a CM Memo.

https://www.omniapartners.com/suppliers/hd-supply-formerly-home-depot-pro-institutional/public-sector/contract-documents#contract-2169

Daniela Behm
Utilities Administrative Procurement Coordinator
Public Utilities

P.O. Box 229045
Hollywood, FL 33022

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Email: DBEHM@hollywoodfl.org
Telephone: 954-967-4455 ext.5641

www.HollywoodFL.org

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HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

RFP Announcement

RFP TITLE:	**Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions**
RFP NUMBER:	**25-JH-011**
RFP DUE DATE AND TIME:	**December 6, 2024, 12:00 pm local time**
RFP EMAIL SUBMITTAL ADDRESS:	Submit your Proposal electronically to: bids@hcps.org
PURCHASING AGENT:	Jennifer Horner, CPPB Jennifer.Horner@hcps.org 410-809-6044
QUESTIONS DUE DATE AND TIME:	Questions must be e-mailed to Jennifer.Horner@hcps.org no later than **12:00 pm local time on November 13, 2024.**
ADDENDUM ISSUED:	No later than **November 18, 2024.**
PRE-PROPOSAL CONFERENCE:	**November 7, 2024 at 11:00 am** and online via Teams at the following link: **Microsoft Teams** Need help? **Join the meeting now** Meeting ID: 222 980 310 296 Passcode: 7BAgzW **Dial in by phone** +1 240-600-1475,,10406302# United States, Bethesda Find a local number Phone conference ID: 104 063 02# For organizers: Meeting options | Reset dial-in PIN
TIMELY DELIVERY OF RFP DOCUMENTS:	Proposals must be received in the Purchasing e-mail box, bids@hcps.org, on or before the RFP due date and time. Proposals submitted via e-mail shall include the name and address of the Offeror, the title and number of the RFP, and the RFP opening date. Technical Proposals **must** be submitted separately from the Cost Proposals in 2 separate files or e-mails. It is the Offeror(s) responsibility to verify that the Proposal has been received at bids@hcps.org, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids. PDF format only.
INCLEMENT WEATHER:	If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at https://www.hcps.org/departments/BusinessServices/procurement.aspx (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED

Anti-Discrimination Statement

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

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Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014

INSTRUCTION TO OFFERORS
Request for Proposal

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the proposal solicitation.

1.0 A REQUEST FOR PROPOSAL SUBMISSION

1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.

1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of $50,000 or more.

1.3 Unless otherwise indicated, HCPS shall receive proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be submitted via email to bids@hcps.org and clearly marked on the subject line: Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**

1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING

2.1 Offeror must electronically submit one (1) original with original signatures of the RFP using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files. Proposals must be signed and submitted by an authorized representative of the Offeror.

2.2 Signed proposals **must** be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submission to HCPS Purchasing Agents, representatives, or employees. It is the Offeror(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Offerors may contact the Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.

2.4 All Offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex

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Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and any others that may be required.

2.5 Proposal Due Date

2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, electronically via email to bids@hcps.org.

2.5.2 The Board of Education of Harford County must approve contract awards of $100,000 or more. Formal contract award is contingent upon the required Board approval.

2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in the proposal, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.

2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.

2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.

2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

3.0 AWARD OR REJECTION OF PROPOSALS

3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.

3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.

3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.

3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.

3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

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3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.

3.7 The Board reserves the right to award a contract within one hundred and twenty (120) days from the due date and all pricing must remain firm during that period and until the time of award.

3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

4.0 MULTI-AGENCY PROCUREMENT

HCPS reserves the right to extend the terms and conditions of this contract to any and all other government agencies within the State of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

5.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

6.0 ADDENDA

6.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.

6.2 Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.

6.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.

6.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

7.0 DEBRIEFING

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following contract award by a procurement officer familiar with the rationale for the selection decision.

8.0 DISSEMINATION OF INFORMATION

During the term of this agreement, the Awarded Offeror shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

9.0 INSURANCE

9.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.

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9.2 The Awarded Offeror shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

9.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.

9.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

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Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014

GENERAL TERMS AND CONDITIONS
Request for Proposal

1.0 REMEDIES AND TERMINATION

1.1 **Correction of Errors, Defects, and Omissions** – The Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of responsibility.

1.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror.

1.3 **Termination for Default**

1.3.1 If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination.

1.3.2 All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach.

1.3.3 If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages.

1.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination.

1.4.1 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.

1.5 **Obligations of Supplier upon Termination** – Upon Notice of Termination as provided in Sections 1.3 and 1.4, the Awarded Offeror shall:

1.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

1.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the

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right, title and if ordered by HCPS possession and interest of Awarded Offeror under the orders or subcontracts terminated.

1.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

1.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

4.0 NON-DISCRIMINATION

4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

4.4 The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

4.5 In the event the Awarded Offeror is deemed noncompliant with the non-discrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

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5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS

5.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

5.2 No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

6.0 FINANCIAL DISCLOSURE

The Awarded Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Offeror shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate $10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate for elective office in any primary or general election.

8.0 RETENTION OF RECORDS

The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

9.0 LANGUAGE/GENDER

9.1 Proposer, offeror, respondent, vendor, supplier, consultant, firm and contractor all have the same meaning and may be used interchangeably.

9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

9.3 Proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH LAW

10.1 The Proposer herby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.

10.2 The Proposer herby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

10.3 The Proposer shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

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10.4 The Awarded Proposer must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.

10.5 The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.

10.6 It is the Awarded Offeror's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

10.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

11.0 SUPPLIER'S OBLIGATION

11.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.

11.2 The Awarded Offeror shall perform the services with that standard of care, skill, and diligence normally provided by a supplier in the performance of services similar to the services hereunder.

11.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Offeror shall be responsible for professional and technical accuracy of its work furnished by the Awarded Offeror under this agreement.

11.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Awarded Offeror shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Supplier's negligent performance of any or the services furnished under this contract.

11.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

11.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

11.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.

11.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

11.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

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12.0 INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

12.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

13.0 WAIVER OF RIGHT

The Supplier agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

14.0 INITIATION OF WORK

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

15.0 DELAYS AND EXTENSIONS

The Awarded Offeror shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Offeror for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Awarded Offeror.

16.0 FREEDOM OF INFORMATION ACT

16.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

16.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

17.0 STAFF

The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

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18.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

18.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Awarded Offeror or in the Contract cost thereof.

18.2 If such changes cause an increase or decrease in the Awarded Offeror's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made, and the Contract shall be modified in writing accordingly. Any claim of the Awarded Offeror for adjustment under this clause must be asserted in writing with thirty (30) days form the date of receipt by the Awarded Offeror of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.

18.3 No services for which an additional cost or fee will be charged by the Awarded Offeror without prior written authorization of HCPS.

19.0 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

20.0 ILLEGAL IMMIGRANT LABOR

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

21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

21.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**

21.2 Offeror(s) acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Awarded Offeror is prohibited from knowingly assigning or permitting it's Subcontractors from knowingly assigning any of the Awarded Offeror's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

21.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

21.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

21.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4)

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manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

21.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

21.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

22.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term **"work force"** means any of the Contractor's employees or the Contractor's Sub-Contractors and their employees.

Contractor shall cause any member of Contractor's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

22.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

22.1.1 Effective July 1, 2019
22.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
22.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

23.0 LABOR AND RATES OF PAY

23.1 The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

23.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

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24.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Offeror agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

25.0 CONTRACT

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS.

26.0 COMPLIANCE WITH SPECIFICTIONS

26.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

26.2 The Awarded Offeror, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Offeror's compliance with the specifications.

26.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

26.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

26.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

26.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations, or changes to the bid document or from the specifications as written may result in rejection of the Offeror’s proposal or materials delivered.

27.0 BILLING AND PAYMENT

27.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, via email to apinvoice@hcps.org, unless otherwise specified.

27.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.

27.3 Standard HCPS payment terms are net thirty (30) days.

27.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

28.0 GOVERNING LAW AND DISPUTE RESOLUTION

28.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.

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28.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

29.0 CONFLICTS OF INTEREST

Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.

30.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

30.1 Performance Work Statement
30.2 Specifications/Terms of the Request for Proposal
30.3 General Terms and Conditions for Request for Proposal

31.0 IT ACCESSIBILITY PROGRAM

31.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.

31.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., “ICT accessibility”), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.2.

32.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

32.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.2 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. “Digital tool” is defined pursuant to Md. Code Ann., Educ., § 7-910.

32.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.2 W3C WCAG 2.2 Now Available (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the Voluntary Product Accessibility Template (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (https://www.itic.org/).

32.3 For digital tools, vendors are required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement

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contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at https://www.section508.gov/sell/how-to-create-acr-with-vpat/.

32.4 **Vendor Notice of Equivalent Access Standards**

In accordance with Md. Code Ann., Educ., § 7-910, "equivalent access" includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

"Nonvisual access" means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

32.5 **Accessibility Indemnification and Guarantees**

32.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

32.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.2 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

32.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

32.6 **Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

33.0 FORCE MAJEURE

33.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

33.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection,

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order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

33.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

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REQUEST FOR PROPOSAL

#25-JH-011

Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

1. **PURPOSE**

1.1 Harford County Public Schools (herein referred to as the Board or HCPS) is issuing this Request for Proposal (RFP) for the purpose of soliciting proposals from qualified business entities to provide a comprehensive selection of cleaning supplies, equipment, and custodial related products, services and solutions.

1.2 It is the intent of these specifications to provide prospective offeror(s) with complete information relative to this Request for Proposal. Offerors are obligated to read and understand all parts of this RFP and to obtain clarification of any part not thoroughly understood.

2. **BACKGROUND**

2.1 Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners' (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.

2.2 OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

2.3 OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment J).

2.4 Harford County Public Schools System anticipates spending approximately $6 million over the full potential Master Agreement term for Cleaning Supplies, Equipment, and Custodial Related products,

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Services and Solutions. While no minimum volume is guaranteed to the Supplier(s), the estimated annual volume of Cleaning Supplies, Equipment, and Custodial Related products, Services, and Solutions purchased under the Master Agreement through OMNIA Partners is approximately $300 million. This projection is based on the current annual volumes among the Harford County Public Schools and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

2.5 By responding to OMNIA Partners portion of the proposal, Suppliers understand and agree to participate in the OMNIA Partners program.

2.6 Harford County is located along the I-95 corridor, between the Baltimore and Wilmington/Philadelphia metropolitan centers. Harford County Public Schools (HCPS), with approximately 38,000 students, has the eighth (8th) largest student enrollment of the twenty-four (24) public school systems in Maryland. Approximately 5,600 people are employed by the school system to provide the necessary educational programs and supporting services for the students. This level of staffing makes HCPS the second (2nd) largest employer in the County. There are currently fifty-four (54) schools in the system; thirty-three (33) Elementary, nine (9) Middle, nine (9) comprehensive High, one (1) Technical High, one (1) special needs school for students with severe physical and mental disabilities, one (1) alternative education program with a blended virtual learning program, and a 400-acre Environmental Education Center, used for retreats, residential environmental learning programs and other special learning exploration activities. In addition, the school system operates out of four (4) administrative buildings which house central office departments responsible for delivering support to schools.

3. SCOPE OF WORK

3.1 Harford County Public Schools, MD (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier’s manufacturer’s suggested retail price list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier’s response to the Pricing section of the Proposal Evaluation Criteria Requirements.

3.2 This Request for Proposal is to establish a nationwide master agreement for the acquisition of the following products listed below. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

3.3 The intent is for each Supplier to submit their **complete line** of Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Refer to and complete Attachment I Sample Pricing for Evaluation document with the following categories:

3.3.1 Cleaning Supplies

3.3.1.1 Chemicals - Air care and odor control, carpet care chemicals, chemical management systems, disinfectants/pest control, floor care chemicals, general purpose chemicals, glass cleaners, industrial and bench maintenance chemicals, institutional products, polishes, restroom cleaners, specialty chemicals, and other miscellaneous cleaning chemicals.

3.3.1.2 Skin Care - Liquid soap, paste soap, foam soap, hand sanitizer, antibacterial wash, general skin, and body cleanser, and dispensers.

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3.3.1.3 Paper Towels/Toilet Paper/Dispensers - Facial tissue, seat covers, toilet tissue, towels, wipes, and dispensers.

3.3.1.4 Cleaning Tools and Supplies - Brooms and dust pans, brushes, dispensing equipment, floor and hand pads, material handling, mopping supplies, feminine hygiene, squeegee, gloves, dust masks, shoe covers, disposable aprons, hair covers, safety treads, goggles, signs, barriers and scrapers.

3.3.1.5 Waste Containment and Supplies - Can liners, hazardous materials containment bags, waste receptacles, recycling containers, trash pickers and dollies.

3.3.1.6 Cleaning and Maintenance Equipment and Accessories – Equipment, accessories for the equipment, vacuum bags, cleaning tools.

3.3.1.7 Miscellaneous Cleaning Supplies - Air Quality Controls including air filters, HVAC, air purifiers and any additional cleaning supplies offered by Vendor/ Firm.

3.3.2 **Complete Product Offering/Balance of Line**

3.3.2.1 Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.

3.3.2.2 A complete selection of outdoor cleaning equipment, walk-behind scrubbers, rider scrubbers, scrubber-sweepers, rider sweepers, walk-behind sweepers and floor machines, burnishers, carpet extractors, vacuums, and any other cleaning and maintenance equipment offered by Supplier shall be included in this section.

3.4 All products offered must be new, unused, latest design and technology unless otherwise specified.

3.5 Special Offerors/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

3.6 Substitution of Specified Items - Whenever the documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, form, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or equal."

3.7 This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements. Furthermore, this RFP is not intended to limit a proposal's content or exclude any relevant or essential data. HCPS will consider various proposals and methods of providing the service(s) outlined in this document.

3.8 The RFP shall not obligate HCPS to purchase any products specified herein. Furthermore, HCPS reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined by HCPS to be in its best interest.

3.9 HCPS makes no guarantee of annual spend with this RFP.

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3.10 In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the district's option.

3.11 Although the Scope of Work and other sections of this RFP reflect the needs and requirements of HCPS, Participating Public Agencies may have different requirements. Participating Public Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the HCPS Contract. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements. If an Offeror requires additional agreements for Participating Public Agencies, a copy of the proposed agreement should be included within the proposal.

3.12 Should an Awarded Supplier utilize distributors, resellers, dealers, or subcontractors, Participating Public Agencies may choose to issue work directly to the distributor, reseller, dealer, or subcontractor if allowed by the Awarded Supplier and Participating Public Agency.

4. SCHEDULE OF ACTIVITIES

Date	Description
October 22, 2024	RFP Issued
November 7, 2024	Pre-Proposal Meeting – Via Teams (link provided on cover page)
November 13, 2024	Question Deadline – due before 12:00 PM (EST)
November 18, 2024	Addenda released (if necessary)
December 6, 2024	Submittals Due before 12:00 PM (EST)
December 9 – December 11, 2024	Review of Requirements
December 12 – January 14, 2025	Committee to Evaluate Submittals
January 13 – January 16, 2025	Evaluation Committee Consensus Meeting
January 21 – January 23, 2025	Interviews/Presentations (if applicable)
January 24, 2025	Selection Committee Recommendation
February 24, 2025	Board Approval of Contract (if applicable)

*Note: The above dates are proposed and subject to change.

5. RESPONDENT REQUIREMENTS

5.1 HCPS requires that participating respondents have been in the business for at least five (5) years providing cleaning supplies, equipment, and custodial related products, services, and solutions to K-12 school districts, similar to size and scope of this RFP and HCPS. All respondents **SHALL SUBMIT** the number of years providing this type of service under the current business name. Respondent(s) who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your proposal non-responsive.

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5.2 All respondents must be considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: https://egov.maryland.gov/BusinessExpress/EntitySearch (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). Any bidder not considered in "Good Standing" may be deemed non-responsible.

5.3 All respondents must not have any "Exclusions" (respondent cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a respondent's name does not appear after searching, the respondent does not have an "Exclusion". Visit the following website to ensure compliance: https://sam.gov/SAM/pages/public/index.jsf (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the respondent may be deemed non-responsible.

5.4 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

6. SPECIAL CONDITIONS

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

7. AWARD

7.1 Harford County Public Schools intends to award a contract to the Offeror complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and bringing the best value and is deemed to be in the best interest of Harford County Public Schools.

7.2 HCPS is looking for a Just-in-Time custodial supplies company that will be able to provide the most expansive product availability on the Market Basket . HCPS intends on awarding to the Offeror providing the best pricing for the most products listed on the Market Basket as well the deepest discounts on the category list.

7.3 HCPS reserves the right to award the agreement in aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of HCPS and Participating Public Agencies as a result of this solicitation.

7.4 HCPS may reject any proposal which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

7.5 Harford County Public Schools reserves the right to accept or reject any or all offers and to waive any informalities in proposals received whenever such rejection or waiver is in the best interest of HCPS.

7.6 Conditional offers will not be accepted and may be deemed non-responsive.

7.7 HCPS reserves the right to reject any proposal if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to fulfil the obligations of the contract.

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7.8 HCPS does not guarantee that all or any work will be done and reserves the right to reject all offers and to re-solicit at its sole discretion.

7.9 HCPS reserves the right to reject any and all proposals, to contract products with whomever and in whatever manner HCPS decides, award on the basis of total proposal or to abandon the products entirely, and to waive any informality or non-substantive irregularity as the interests of the District and Participating Public Agencies may require.

7.10 HCPS reserves the right to add awarded offeror(s) to this contract, within one (1) year of contract award, if the initial awarded offeror(s) cannot fulfill all the requirements.

7.11 HCPS reserves the right to utilize the services of the next favorably scored responsive and responsible proposal, if for any reason the preceding Awarded Offeror is unable to fulfill their contractual obligations within one (1) year of contract award.

7.12 In the event the Awarded Offeror(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS.

7.13 HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.

8. CONTRACT TERM

8.1 The anticipated full term of the contract is six (6) years. The initial term of this contract shall be for two (2) years and shall begin on or about **July 1, 2025** through **June 30, 2027**.

8.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for two (2) additional, two (2) year periods.

8.3 The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years.

8.4 Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

9. PRICING AND RATE ADJUSTMENTS

9.1 Proposer shall provide its proposed discount(s) from the Proposer’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award.

9.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the Market Basket items only.

9.3 The Awarded Offeror shall request all rate adjustments in writing to HCPS at least ninety (90) days prior to the renewal date. The request for a change in the price shall include: (1) the RFP number; (2) existing price; (3) the new proposed price; (4) supporting documentation.

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9.4 The request for a price increase on the Market Basket items shall include documentation from the manufacturer to verify the basis for such a request and submit current catalogs. Rate increases will not be considered if not accompanied by the proper information within the designated time.

9.5 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

10. **RFP CLOSING DATE**

Proposals must be received by the email inbox (bids@hcps.org) no later than **12:00 pm, local time, on December 6, 2024**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

11. **DELIVERY OF PROPOSALS**

All proposals shall be emailed to bids@hcps.org. Mark the subject line – **RFP #25-JH-011 Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions**. Only electronic submittals will be accepted. It is the Offeror's responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the RFP Coordinator listed within the solicitation, by email or phone, to confirm receipt of the proposal.

12. **RESPONDENTS RESPONSIBLITIES**

12.1 The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;

12.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;

12.3 Prior to submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by HCPS, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;

12.4 The Respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS's annual audit, including five (5) years thereafter.

13. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held online via Teams for this Request for Proposal on **November 7, 2024**, at **11:00 a.m. local time**, at the link stated on the cover page. Attendance at this conference is not mandatory. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to HCPS at this conference. HCPS will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal. Oral statements or instructions will not constitute an addendum to this Request for Proposal.

Potential Offerors are strongly encouraged to attend.

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14. PROPOSAL FORMAT: TWO-PART SUBMISSION

14.1 Offerors shall email their Proposal to bids@hcps.org, **in PDF format ONLY**, in SEPARATE e-mails as the following:

14.1.1 **Volume I** – Technical Proposal

14.1.2 **Volume II** – Cost Proposal

14.2 Each e-mail shall include the following information in the body of the email:

14.2.1 The Offeror's name, business address, and contact information.

14.2.2 The due date/time for receipt of proposals.

14.3 The title of the RFP and RFP number (**#25-JH-011 Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions)**.

14.4 See **Section 19: Submittal Requirements** for complete details.

14.5 If confidential materials are submitted, respondents are requested to submit **one (1)** additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy".** It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

15. QUESTIONS

Questions concerning any portion of this RFP shall be directed by e-mail to Jennifer Horner at Jennifer.Horner@hcps.org, who shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed on the cover sheet.

Respondents are asked to honor the fidelity of the Request for Proposal (RFP) Process by limiting contact regarding this RFP to only the procurement agent listed above.

16. INSURANCE REQUIREMENTS

The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. See Attachment B for details.

17. INTERVIEW/PRESENTATIONS BY RESPONDENTS

17.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal interviews and/or demonstrations with some or all of the respondents without charge to HCPS. However, HPCS may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

17.2 HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration/interview must satisfy the Board, and the Board shall be the sole judge of compliance.

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17.3 Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

17.4 It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

17.5 Dates for interviews/presentations are listed in Section 4, Schedule of Activities. Although these dates are subject to change, these dates have been selected based on the schedules of the evaluation committee members and will not be modified/changed to accommodate the schedules of the Offerors.

18. PROPOSAL EVALUATION PROCESS

18.1 Proposals submitted shall be received and reviewed by the Procurement Agent.

18.2 A preliminary evaluation by the Procurement Agent shall determine whether each received proposal is complete and compliant with all the instructions and/or submittal requirements of the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration.

18.3 Technical proposals meeting all minimum requirements will be distributed to the evaluation committee for review and evaluation. The committee will then convene to discuss, and scores will be tallied for each criterion. The proposal that is deemed to be responsive, compliant, and capable of meeting HCPS' needs, and scores the highest points based on the evaluation criteria stated in the proposal, will be approved to move forward. Experience with HCPS and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

18.3.1 After the technical score for each proposal has been established, the evaluation committee will determine if presentations or interviews will be required. HCPS, at its sole discretion, reserves the right to create a short-list of the top ranked/scored companies and to subsequently conduct presentations or interviews about their submitted proposals as needed. Suppliers with technical scores falling below acceptable standards will be eliminated from the remainder of the RFP process.

18.3.2 If interviews/presentations are held, the Committee will select by consensus the most responsible, responsive Offeror that best meets the needs of HCPS.

18.4 HCPS will use a point formula to score the cost proposals. The maximum score for the cost proposal will be assigned to the Supplier offering the lowest combined total. Appropriate fractional scores will be assigned to the other cost proposals.

18.5 HCPS may enter into cost and/or terms and conditions negotiations with the highest-ranking supplier. If HCPS and the Supplier cannot agree upon cost or terms, HCPS may negotiate with the next highest ranked supplier. This process will continue until a fair and reasonably priced contract can be awarded.

18.6 During the evaluation, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, school districts, or other governmental agencies. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

18.7 HCPS may make such investigations as deemed necessary to determine the ability of an audit firm to

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provide the work as specified herein. HCPS may request additional information about, or clarification of any proposals submitted. HCPS reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Vendor submitting a proposal.

18.8 HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.

18.9 Based on the information obtained by the evaluation committee, the evaluation committee may, in its sole discretion, request that a company or companies still under consideration submit, in writing, by a prescribed time and date, a Best and Final Offer to perform the requirements of the RFP.

18.10 The evaluation, scoring and award decision of HCPS shall be final.

19. SCORING

19.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the technical proposals and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.

19.2 The Respondent's response will be scored by committee members in accordance with the following scale:

0 = Unresponsive: Failed to respond to the request
1 = Poor: Responsive to the question but expectations are NOT met
2 = Marginal: Responsive to the question but below acceptable standards
3 = Acceptable: Minimal acceptable performance standards and responsive to the request
4 = Good: Above minimum performance, effective and responsive to the request
5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the request

20. SUBMITTAL REQUIREMENTS

When submitting a Technical Proposal, the following minimum information must be provided for proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response.

The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Respondent in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualifications of the Respondent and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal).

The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the RFP requirements, and unnecessary marketing statements and materials be avoided.

Respondent must refrain from using responses similar to, "Refer to our literature…" or "Please see www……com", these responses may deem a proposal non-responsive.

Each proposal must include a submittal letter, table of contents, and all documentation requested in the Technical Proposal. The documents must be numbered consecutively from beginning to end and separated by tabs in the order described below, and appropriately titled. Responses for each proposal section and

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requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices. *Failure to submit these documents in this order may deem your proposal non-responsive.*

Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Cost Proposal.

20.1 **Volume I: TECHNICAL PROPOSAL**

20.1.1 **Tab 1** – Respondent's Profile and Submittal Letter – (**Weighted Value 10 Points***)*

RFP Submittal Letter must Identify the Principal or Officer of the organization who will be HCPS' primary point of contact during clarifications or negotiations and be signed by an authorized agent of the firm to bind the Offeror to the terms and conditions of this RFP. The Submittal Letter shall include the following:

- Brief history of the business and organization.
- Date business was established under current name.
- Organizational structure of business, including size of company and total number of employees.
- Type of ownership or legal structure of business.
- Active business venues (counties, states, etc.)
- How many years providing this type of service (needs to be at least 5 years)
- Provide a concise narrative as to why your firm is best able to serve HCPS, include any key items about your firm that distinguishes it from other firms.

20.1.2 **Tab 2** – Experience of Firm/Personnel – (**Weighted Value 15 Points***)*

- Total number of employees and total number of employees in the United States.
- Number and location of key personnel who will service contract including Executive Support, Marketing, Sales, Sales Support, Accounts Payable, and Contract Management.
- Local staffing plan.
- Indicate the specific individuals that will be assigned and dedicated to HCPS for this Agreement to ensure the successful execution and completion of the work. Please specify in detail the names, titles, addresses, telephone numbers, fax numbers, email addresses and the specific responsibilities each will have in this Contract.
- Provide any additional information relevant to this section.

20.1.3 **Tab 3** – Technical Approach and Methodology – Scope of Work (**Weighted Value 35 Points**)

- The Offerors approach and methodology of how the products and services herein addressed will be provided. Submit any applicable artifacts.
- The Offerors implementation plan and market strategy.
- The Offerors methodology for making catalog and pricing available.
- The Offerors methodology for delivering supplies with consistent quality and timeliness.
- The Offerors approach for servicing all schools and facilities within the HCPS.
- The Offerors ability to provide ordering methods and/or punchout capabilities to allow staff to easily place orders via PO, PCard or other payment options and state the Convenience Fee if any for credit card payments. Ideally, the Awarded Offeror will have the capability of establishing a punchout site with HCPS' Oracle system. Describe available payment terms. The Offerors availability to provide local sales representation in accordance with the Respondent's Requirements.
- The Offerors customer service plan and availability.
- The Offeror's procedure when product becomes unavailable or discontinued.
- The Offeror's return and/or exchange policy.

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- In addition to new products, indicate if used, trade-ins, leasing/financing, or other offerings are available, and provide pricing structure for each of these items.
- Response to Omnia Partners Exhibits: Include a detailed response to Attachment J, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror 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.

20.1.4 **Tab 4**– References – (**Weighted Value 10 Points**)

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) most relevant or comparable contracts completed by your company during the past five (5) years with a public entity who can be contacted for references.

The references **will be verified** by HCPS. HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses, people no longer employed with the client or references who do not respond.

Failure to provide references may deem Proposer as non-responsible. HCPS reserves the right to request additional references.

20.1.5 **Tab 5** – Exceptions to Draft Contract (**Non-Scored**)

- Provide any exceptions to HCPS's General Terms and Conditions.
- Offerors must provide **any and all** documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award. Any additional agreements Participating Public Agencies are required to sign should be included with Offeror's proposal.
- Failure to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with all RFP terms and conditions as written.
- Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.
- The successful Offeror will be required to sign Attachment J, Exhibit C, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

20.1.6 **Tab 6** – Addenda **(Non-Scored)**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

20.1.7 **Tab 7** – Required Documents **(Non-Scored)**

Failure to return any of these documents may be cause for the proposal to be considered non-responsive.

- Attachment "A" Sample Certificate of Insurance (Provide a sample certificate)
- Attachment "B" Debarment Certification (Completed and Signed)
- Attachment "C" Conflict of Interest Form (Completed and Signed)
- Attachment "D" Employment of Sex Offenders and Other Criminal Offenders Affidavit (Completed and Signed)

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- Attachment “E” Anti-Bribery Affidavit (Completed and Signed)
- Attachment “F” References (Completed)
- Attachment “G” Signature Sheet (Completed and Signed)
- Attachment “H” Contract **Sample** (Final will be signed at time of award)
- Attachment “J”, Exhibit C – OMNIA Partners Administration Agreement (the Final will need to be signed prior to award and executed after an award has been made)
- Attachment “J”, Exhibit F – Federal Funds Certifications
- Attachment “J”, Exhibit G – New Jersey Business Compliance

20.2 Volume II: COST PROPOSAL (Weighted Value 30 Points)

20.2.1 Using **Attachment I**, Offeror shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #25-JH-011 – Cost Proposal. **PDF Format Only.**

20.2.2 The Cost Proposal MUST INCLUDE ALL COSTS associated with the services identified in, and associated with, the services requested in this RFP.

20.2.3 Offeror shall provide the following information on “Attachment “I” Cost Proposal.

20.2.3.1 PRICE DISCOUNT

Offeror shall provide its proposed discount(s) from the Offeror’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award.

20.2.3.2 SHIPPING

All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Describe offeror’s shipping program, return policy and any associated costs.

20.2.3.3 RELATED PRODUCTS, SERVICES, AND SOLUTIONS

Offeror shall provide any additional related products and services offered that it wishes to be considered.

20.2.3.4 ADDITIONAL OFFERINGS

Detail any additional pricing incentives, volume purchases, promotions, special manufacturer’s offers, free goods programs, discounts or rebates that may be available such as for large volume, bundled purchases, etc. to Participating Public Agencies. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

20.2.3.5 MARKET BASKET

The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an

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alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal. Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.

Offerors are not required to submit pricing for all items on “Attachment “I” Cost Proposal. Items that do not apply to an Offeror shall be marked “N/A”. Additional items may also be listed in the spaces provided for additional items or by submitting additional sheets.

20.2.4 In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from a manufacturer’s price list or vendor catalog and title the PDF Exhibit 1.

20.2.5 Include an electronic copy of your price catalog from which the discount is calculated. Title the PDF Exhibit 1. Electronic price lists must contain the items listed in Attachment I: Pricing Schedule.

20.2.6 Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract.

20.2.7 Offeror shall describe how end users can verify they are receiving contract pricing.

20.2.8 Offerors shall provide information on costs associated with returning or exchanging items.

20.2.9 Although a Best and Final Offer (BAFO) is expected to be requested, Offerors should submit a complete, comprehensive and most favorably priced proposal.

20.2.10 All pricing shall be FOB Destination.

20.2.11 Unless otherwise clearly specified in the Offeror’s proposal, it shall be considered that there is no minimum order amount.

20.2.12 It is the Proposer’s responsibility to provide HCPS and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the Contract.

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

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Evaluation Criteria Matrix	Maximum Possible Points
Tab 1 – Profile and Submittal Letter	**10**
Tab 2 – Experience of Firm/Personnel	**15**
Tab 3 – Technical Approach and Methodology	**35**
Tab 4 – References	**10**
Cost Proposals	**30**
Combined Total	**100**

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ATTACHMENT A

Insurance Requirements

Harford County Public School System – Maryland

Insurance Requirements for General Supply > $25,000

1. General Insurance Requirements

1.1 The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.

1.3 The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. The Supplier shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Supplier from any liability or obligation imposed upon the Supplier by the provisions of this Contract.

1.6 If the Supplier does not meet the insurance requirements of this Contract, the Supplier shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Supplier must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of $10,000 shall be disclosed by the Supplier and are subject to Board's written approval. Any deductible or retention amounts elected by the Supplier or imposed by the Supplier's insurer(s) shall be the sole responsibility of the Supplier.

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1.9 If the Board is damaged by the failure or neglect of the Supplier to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Supplier shall bear all reasonable costs properly attributable thereto.

2. Supplier's Insurance

2.1 The Supplier shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

$1,000,000	Each Occurrence;
$1,000,000	Personal and Adv Injury;
$1,000,000	General Aggregate; and
$1,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

i. Liability arising from premises and operations;
ii. Liability arising from the actions of independent contractors;
iii. Contractual liability protection for the Supplier from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
ii. Automobile contractual liability.

2.1.3 If the Supplier has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

$100,000	Each accident for bodily injury by accident;
$100,000	Each employee for bodily injury by disease; and
$500,000	Policy limit for bodily injury by disease.

2.1.4 If the Supplier is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required

2.1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

$1,000,000	Per occurrence;
$1,000,000	Aggregate for other than products/completed operations and auto liability; and
$1,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

i. Commercial general liability;
ii. Business auto liability; and
iii. Employers liability

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2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Supplier's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Supplier.

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the below wording is required.

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: _____ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

2.2 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Supplier's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Supplier's liability insurance policies required herein.)

2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.4 If any liability insurance purchased by the Supplier has been issued on a "claims made" basis, the Supplier must comply with the following additional conditions:

2.4.1 The Supplier shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.4.2 The Supplier shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Supplier under this Contract.

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4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.

5. **Acknowledgment of Supplier's Independent Contractor Status and no Coverage For Supplier Under Board's Workers Compensation Coverage**

Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.

6. **Damage to Property of the Supplier and its Invitees**

To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

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ATTACHMENT B
DEBARMENT CERTIFICATION

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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

_____

Name and Title of Authorized Agency/Organization Representative

_____ _____

Signature Date

_____

Agency/Organization

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

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ATTACHMENT C
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

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ATTACHMENT D

EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS
EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
    1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
    2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
    3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
    4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
    5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
    6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
    7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
    8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
        a. Effective July 1, 2019
        b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
        c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

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ATTACHMENT E
ANTI-BRIBERY AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

_____

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

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

_____ _____

Signature Witness

_____

Date

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ATTACHMENT F
REFERENCES

1. Name of Reference _____

   Email Address _____

   Contact Person _____

   Telephone Number _____

   Scope of Services/Contract Description _____

   Contract Period _____

   Dollar Value _____

2. Name of Reference _____

   Email Address _____

   Contact Person _____

   Telephone Number _____

   Scope of Services/Contract Description _____

   Contract Period _____

   Dollar Value _____

3. Name of Reference _____

   Email Address _____

   Contact Person _____

   Telephone Number _____

   Scope of Services/Contract Description _____

   Contract Period _____

   Dollar Value _____

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ATTACHMENT G

SIGNATURE SHEET

(To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

Company	Authorized Representative (print)
Address	Signature
Address, continued	Title (print)
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

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ATTACHMENT H

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT SAMPLE

BID #
BID NAME

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, in the amount of _____ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #**_____, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature	**Board of Education of Harford County**
_____	_____
Board of Education of Harford County Witness	Sean W. Bulson, Ed.D., Superintendent of Schools
_____	_____
Date	Board of Education of Harford County – Board President (if over $100k)
Seal in Signature	
_____	_____
Authorized Contractor Signature	Company Name
_____	_____
Contractor Witness	Address
_____	_____
Date	Address

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ATTACHMENT I

COST PROPOSAL

MARKET BASKET/CATEGORY DISCOUNT

(SAMPLE PRICING FORM FOR EVALUATION)

TAB #1 & #2 – Top HCPS Items & Top 100 National

1. Offeror will not make any changes on Market Basket except to adding Offeror's information.
2. Offeror must respond to all items listed in the Offeror Bid Submission Section or mark item "NA".
3. Equivalents and/or Private Brand items shall include manufacturer and model number.
4. Offeror should adjust response price to match the Unit of Measure and package quantity specified.
5. Offeror must specify their net sell price for items.
6. Market Basket will be used to evaluate pricing. Offeror must specify the price and discount percentage.

TAB #3 – Percent off Category

7. Offeror should provide category discount pricing.
8. The quoted discount from list must be applied to every item in the category. Margin or cost floors are not allowed.

Note: In the event of a conflict between these instructions and instructions contained in Scope of Work the instructions enumerated in the Scope of Work shall govern.

Double click on the paperclip below to access Excel to enter your information. There are three (3) Excel Spreadsheets: 1) Top HCPS Items; 2) Top 100 National; and 3) Percent off Category.

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ATTACHMENT I

PRICING SCHEDULE

(COMPLETE PRODUCT OFFERING/ BALANCE OF LINE)

Include an electronic copy of your catalog from which the discount is calculated. **Title the PDF Exhibit 1**. Electronic price lists must contain the following: (if applicable):

1. Manufacturer or other part #
2. Supplier's Part # (if different from manufacturer or other part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to HCPS, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details if there are minimum order quantities.
7. If leasing/financing is an option, provide applicable pricing and discounts.
8. SHIPPING EXCEPTIONS - All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Include any minimum requirements, detail ancillary costs such as outside Continental US, dock delivery, inside delivery and deliver/installation.
9. RELATED PRODUCTS AND SERVICES - Proposer shall provide any additional related products and services offered that it wishes to be considered as Value Add.
10. ADDITIONAL OFFERINGS - Detail any additional pricing incentives, volume purchases, promotions, special manufacturer's offers, free goods programs, discounts or rebates that may be available. Such as for large volume, bundled purchased, etc. to Participating Public Agencies. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

Company Name _____

Representative Signature _____

Representative's Name & Title _____

Date _____

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ATTACHMENT J

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

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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

Harford County Public Schools, Maryland (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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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

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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 $300 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 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

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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

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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.

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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.

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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. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

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ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. 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

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D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. 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

G. 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

H. 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

I. 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.

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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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).

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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.

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Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will

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not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be

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responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report.

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In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

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19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

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Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all

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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

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REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

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Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

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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.

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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.

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(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);

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(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.

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(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

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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.

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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.

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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 PROCUREMENTOF 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

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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: _____

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

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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: _____

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

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.

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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.

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 STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.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.

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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

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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.

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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 me made, pertaining to the underlying Contract or the FTA assisted project for which

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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 me 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: _____

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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 statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

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

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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

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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:	

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DOC #2

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.

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NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

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

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

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

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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***

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

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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.

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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."

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Article I. **Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

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

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

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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.

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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: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

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DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/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), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

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DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Perso list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exempti A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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DOC #8

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

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DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

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Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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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

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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

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

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

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

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

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RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

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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

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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

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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

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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

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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

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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

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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

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IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR

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LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR

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MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR

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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

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OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR

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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

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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

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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

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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

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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

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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

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

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

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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

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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

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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

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

CHEMICALS

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	JWP95115958	Bravo 5 Gal. Heavy-Duty Floor Stripper	Bravo					BX	1					
2	CLO31650	Clorox 128 oz. Total 360 Disinfectant Cleaner Bottle (4-Case)	Clorox					CA	1					
3	CLO31651	Clorox 128 oz. Anywhere Hard Surface Sanitizing Cleaner Bottle (4-Case)	Clorox					CA	1					
4	JWP93172650	Crew J-Fill 2.5 l Scale Remover Tile and Grout Disinfectant Cleaner (2-Pack)	Crew					PK	1					
5	315220416	Diversey GP Forward TM/MC General Purpose Cleaner, 1 Gal, Manual, (4-Case)	Diversey					CA	1					
6	JWP04832	15 oz. Aerosol Disinfectant Spray (12-Pack)	Diversey					PK	1					
7	JWP04329	Diversey J-Fill Virex II 256 Chemical Disinfectant, 84.5 oz. (2-Case)	Diversey					CA	1					
8	JWP94996466	Diversey 2.5 L Prominence Floor Cleaner, J-Fill, heavy-Duty (2-Case)	Diversey					CA	1					
9	310334438	Glance 84.5 ox. Glass Cleaner and Multi-Surface Cleaner SC (2-Case)	Glance					CA	1					
10	JWP5549211	J-FILL Alpha-HP 2.5 L Disinfectant Cleaner (2-Case)	J-Fill					CA	1					
11	JWP990685	0.5 oz. Neutral Conditioner 90 Pack - 2 Packs of 90 PER CASE	National Brand Alternative					CA	1					
12	326445115	Renown Stainless Steel 18 oz. Cleaner Water Based Aerosol (12-Case)	Renown					CA	1					
13	326444772	Renown 22 oz. Baseboard Stripper Cleaner Aerosol (12-Case)	Renown					CA	1					
14	326445105	Renown 6 oz. Gum Remover Aerosol 5 oz. (12-Case)	Renown					CA	1					
15	REN03020-BD	Renown 1 lb. Odor Absorbent and Eater (6 per Case)	Renown					BX	1					
16	326444766	Renown Super Finish II, Multi-Surface Floor Finish, 5 Gal. Pail	Renown					EA	1					
17	SCW104826	Scotwood Industries Greenscapes 50 lbs. Ice Melt Bag	Scotwood Industries					EA	1					
18	JWP4995480	SHINE-UP 32 oz. Spray Furniture Cleaner (12 per Case)	Shine-Up					CA	1					
19	JWP904116	SnapBack 1 Gal. Multi-Surface Buff Spray (4-Case)	SnapBack					CA	1					
20	311792136	Virex Plus 2.5, 1-Step Disinfectant Cleaner and Deodorant (2-Pack)	Virex Plus					PK	1					
													TOTAL PRICE:	$ -

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

SKIN CARE

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.											
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	APP17104	Appeal 1 l Hand Soap Dispenser Black, (15-Case)	Appeal					EA	1					d
2	APP17102-04	Appeal 1 l Appeal Foaming Hand Sanitizer Alcohol Cartridge (4-Case)	Appeal					CA	1					
3	APP17100-04	Appeal 1 L Appeal Foaming General Purpose Hand Soap Cartridge, (4-Case)	Appeal					CA	1					
4	DIA06060	Dial Professional 1000 ml Honeysuckle Basics Foaming Hand Wash Refill (6-Case)	Dial Professional					CA	1					
													TOTAL PRICE:	$ -

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

PAPER TOWELS, TOILET PAPER, AND DISPENSERS

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.											
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	REN06005-WB	Renown White Hardwound Paper Towels (800 ft. per Roll, 6-Rolls per Case)	Renown					CA	1					
2	REN06002-WB	Renown White Multifold Paper Towels (250 Sheets per Pack 16 Packs per Case)	Renown					CA	1					
3	REN06130-WB	Renown Natural 8 in. Controlled Hardwound Paper Towels (800 ft. per Roll, 6-Rolls per Case)	Renown					CA	1					
4	REN06131-WB	Renown Natural White 8 in. Controlled Hardwound Paper Towels (800 ft. per Roll, 6-Rolls per Case)	Renown					CA	1					
5	REN06125-WB	Renown OptiCore 2-Ply Toilet Paper (865 Sheets per Roll 36 Rolls per Case)	Renown					CA	1					
6	REN06003-WB	Renown Natural Multifold Paper Towels (250 Sheets Per Pack 16 Packs Per Case)	Renown					CA	1					
7	REN06180-WB	Renown Natural 8 in. Controlled High-Capacity Hardwound Paper Towels (1,000 ft. per Roll, 6-Rolls per Case)	Renown					CA	1					
8	REN05162-WB	Renown Black 2-Roll for OptiCore Side by Side Toilet Paper Dispenser	Renown					EA	1					
9	REN05161-WB	Renown Black 3-Roll for OptiCore Toilet Paper Dispenser	Renown					EA	1					
10	REN05173-WB	Renown 8 in. Black Mechanical Paper Towel Dispenser	Renown					EA	1					
11	BWP112990	TORK 1-Ply Universal Roll with OptiCore Toilet Paper (1,755-Sheets/Roll, 36-Rolls/Case)	TORK					CA	1					
													TOTAL PRICE:	$	-

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Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

CLEANING TOOLS AND SUPPLIES

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.											
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	MMM05241	3M 4.6 in. x 10 in. Doodlebug Hi Pro Pad (10 per Box) (4 Boxes per Case)	3M					CA	1					
2	318355277	Blended Cotton Synthetic Replacement String Mop Large Loop Mop Head	ABCO Products					EA	1					
3	TRANMD400	Ambitex 3 Mil Exam Grade Blue Nitrile Powder-Free Medium 100 Gloves Per Box	Ambitex					BX	1					
4	TRANXL400	Ambitex 3 Mil Exam Grade Blue Nitrile Powder-Free Extra Large 100 Gloves Per Box	Ambitex					BX	1					
5	TRANLG400	Ambitex 3 Mil Exam Grade Blue Nitrile Powder-Free Large 100 Gloves Per Box	Ambitex					BX	1					
6	TRANSM400	Ambitex 3 Mil Exam Grade Blue Nitrile Powder-Free Small 100 Gloves Per Box	Ambitex					BX	1					
7	311479381	Appeal 13 in. Plastic Lobby Dust Pan	Appeal					EA	1					
8	PGC32987	Comet 21 oz. Original Powder Deodorizing Can (24-Case)	Comet					CA	1					
9	PGC16449	Mr. Clean Professional Magic Eraser Extra Power Disposable Cleaning Pads (30-Case)	Mr. Clean					CA	1					
10	REN02114	Renown Medium Scour Pad (20 per Box)	Renown					BX	1					
11	REN05242	Renown Flock-Lined 18 mil Extra-Large Yellow Latex Gloves (12-Pair per Package 12-Package per Case)	Renown					CA	1					
12	309255847	Renown 12 in. x 12 in. General Purpose Microfiber Cleaning Cloth, Blue (12-Pack)	Renown					PK	1					
13	311535529	Renown Medium Toliet Brush (6-Pack)	Renown					PK	1					
14	RCP637500GY	Rubbermaid Commercial Products 10.5 in. Polypropylene Upright Broom with Vinyl Coated Metal Handle	Rubbermaid Commerical Products					EA	1					
15	RCP1820583	Rubbermaid Commercial Products 16 in. x 16 in. Blue Light Commercial Microfiber	Rubbermaid Commerical Products					EA	1					
16	RCP1820582	Rubbermaid Commercial Products 16 in. x 16 in. Green Light Commercial Microfiber Cloth (24 Towels/Bag)	Rubbermaid Commerical Products					EA	1					
													TOTAL PRICE:	$	-

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

WASTE CONTAINMENT AND DISPOSAL

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.											
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	APP18107	Appeal White Sanitary Napkin Receptacle	Appeal					EA	1					
2	HOSHS-6141	Hospital Specialty Co. 9 in. x 10 in. x 3-1/4 in. Waxed Kraft Liners (Case of 250)	Hospital Specialty Co.					CA	1					
3	REN11004-CA	Renown 10 Gal. Black 8 mic 24 in. x 24 in. Can Liner (50 per Roll, 20-Roll per Case)	Renown					CA	1					
4	REN61500-CA	Renown 16 Gal. 1 mil 24 in. x 32 in. Black Can Liner (50 per Roll, 10-Roll per Case)	Renown					CA	1					
5	REN63314-CA	Renown 33 Gal. 1.5 mil 33 in. x 39 in. Black Can Liner (25 per Roll, 4-Roll per Case)	Renown					CA	1					
6	REN14555-CA	Renown 45 Gal. 22 mic 40 in. x 48 in. Black Can Liner (25 per Roll, 6-Roll per Case)	Renown					CA	1					
7	REN15610-CA	Renown Institutional 56 Gal. 22 mic 43 in. x 48 in. Black Trash Can Liner (25 per Roll, 6-Rolls per Case)	Renown					CA	1					
8	RCP264000BK	Rubbermaid Commercial Products Brute Trash Can Dolly	Rubbermaid Commerical Products					EA	1					
9	RCP295600BK	Rubbermaid Commercial Products 7 Gal. Black Rectangular Trash Can	Rubbermaid Commerical Products					EA	1					
10	RCP263200GY	Rubbermaid Commercial Products Brute 32 Gal. Grey Round Vented Trash Can	Rubbermaid Commerical Products					EA	1					
													TOTAL PRICE:	$ -

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Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

CLEANING AND MAINTENANCE EQUIPMENT AND ACCESSORIES

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.											
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	ADV56104012	Advance SC1500 with EcoFlex System Auto-Scrubber Ride-On with REV Scrub Head	Advance					EA	1					
2	PTE104544	ProTeam Intercept Micro Filter Bags for Select 10 Quart ProTeam Canister Commercial Vacuum Cleaners, (10-Pack)	ProTeam					PK	1					
3	PTE100431	ProTeam 6 Qt. Intercept Micro Filter Bag, Open Collar. Fits for Round ProTeam Backpack Vacuums (10-Pack)	ProTeam					PK	1					
4	REN08051	Renown Vacuum Bag for ProTeam Mega Vac Equivalent to OEM# 100331 (10-Bags/Pack)	Renown					PK	1					
5	3590012	Renown 20 in. Walk Behind Auto Scrubber with 16 Gal. Tank, Pad-Assist, 130 Ah Wet Batteries and Onboard Charger	Renown					EA	1					
6	REN02043	Renown 15 in. Red Buffing Floor Pad (5-Count)	Renown					CA	1					
7	REN02013	Renown 15 in. Black Stripping Floor Pad (5-Count)	Renown					CA	1					
8	REN02088	Renown 20 in. Tan Burnishing Floor Pad (5-Count)	Renown					CA	1					
9	REN02038	Renown 20 in. Blue Cleaning Floor Pad (5-Count)	Renown					CA	1					
10	REN02048	Renown 20 in. Red Buffing Floor Pad (5-Count)	Renown					CA	1					
11	REN02015	Renown 17 in. Black Stripping Floor Pad (5-Count)	Renown					CA	1					
12	REN02018	Renown 20 in. Black Stripping Floor Pad (5-Count)	Renown					CA	1					
13	REN02035	Renown 17 in. Blue Cleaning Floor Pad (5-Count)	Renown					CA	1					
14	REN02041	Renown 13 in. Red Buffing Floor Pad (5-Count)	Renown					CA	1					
15	REN02093	Renown 20 in. White Burnishing Floor Pad (5-Count)	Renown					CA	1					
16	REN02068	Renown 20 in. White Polishing Floor Pad (5-Count)	Renown					CA	1					
17	REN02090	Renown 17 in. White Burnishing Floor Pad (5-Count)	Renown					CA	1					
18	REN02009	Renown 20 in. High Performance Stripping Floor Pad (5-Count)	Renown					CA	1					
													TOTAL PRICE:	$ -

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

MISCELLANEOUS

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.											
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	805269	BEMIS Never Loosens Elongated Open Front Commercial Plastic Toilet Seat in Black	BEMIS					EA	1					
2	755593	Elkay 9-1/2 in. H Water Sentry Plus Replacement Water Filter Cartridge (Bottle Fillers)	Elkay					EA	1					
3	755595	Elkay Sentry Plus Replacement Water Filter Cartridge for EZH20 (12-Pack)	Elkay					PK	1					
4	329717063	Generic 32oz Replacement Spray Bottle	Generic					EA	1					
5	AND200540035	M+A Matting Waterhog Squares Classic 3 x 5 ft. Entrance Mat (Charcoal)	M+A Matting					EA	1					
6	REN05114	Renown 25 in. English and Spanish Caution Wet Floor Sign in Yellow	Renown					EA	1					
7	326761632	Renown Blue Sea Liquid Laundry Detergent 128 oz. (4-Case)	Renown					CA	1					
8	CLO88320	S.O.S Steel Wool Soap Pads (15-Count)	S.O.S.					BX	1					
9	PGC51046	Tide 7.6 oz. Powder Fabric Stain Remover (14-Case)	Tide					CA	1					
													TOTAL PRICE:	$ -

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

TOP 100 NATIONAL ITEMS

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
1	REN11510-CA	Renown Liner 24x33 8 Mic Nat 50/RL 20/CS	Renown					CA	1					
2	REN13315-CA	Renown Liner 33x40 16 Mic Nat 25/RL 10/CS	Renown					CA	1					
3	REN14540-CA	Renown Liner 40x48 16 Mic Nat 25/RL 10/CS	Renown					CA	1					
4	REN14555-CA	Renown Liner 40x48 22 Mic Blk 25/RL 6/CS	Renown					CA	1					
5	REN15610-CA	Renown Liner 43x48 22 Mic Blk 25/RL 6/CS	Renown					CA	1					
6	REN24543-CA	Renown Liner 40x46 1.2 Mil Nat 20/RL 5/CS	Renown					CA	1					
7	REN26016-CA	Renown Liner 38x58 1.2 Blk 20/RL 5/CS	Renown					CA	1					
8	REN63314-CA	Renown Liner 33x39 1.5 Mil Blk 25/RL 5/CS	Renown					CA	1					
9	REN64516-CA	Renown Liner 40x46 1.5 Mil Blk 10/RL 10/CS	Renown					CA	1					
10	REN64530-CA	Renown Liner 40x46 2 Mil Blk 10/RL 10/CS	Renown					CA	1					
11	REN65613-CA	Renown Liner 43x47 1.5 Mil Blk 10/RL 10/CS	Renown					CA	1					
12	REN66016-CA	Renown Liner 38x58 1.5 Mil Blk 10/RL 10/CS	Renown					CA	1					
13	REN66024-CA	Renown Liner 38x58 2 Mil Blk 10/RL 10/CS	Renown					CA	1					
14	REVPC46100BK	Rev Bag Liner 40x46 .9 Mil 20/RL 5/CS	Revolution Bag					CA	1					
15	BUN15949	Clorox Disinfecting Wipes 75 Ct	Clorox					EA	1					
16	CLO00031	Clorox Toilet Bowl Clearn 24 Oz	Clorox					EA	1					
17	CLO30966	Clorox Germ Bleach 121 Oz	Clorox					EA	1					
18	CLO35417	Clorox Clean Up Cleaner w Bleach 32 oz	Clorox					QT	1					
19	CGP14278	Ajax Oxygen Bleach Powder Cleanser	Colgate Palmolive					EA	1					
20	JWP04578	Crew Clinging Toilet Bowl Cleaner 32 oz	Diversey					QT	1					
21	JWP4277285	Oxivir TB Disinfectant Qt RTU	Diversey					QT	1					
22	JWP94996466	Diversey 2.5 L Prominence Floor Cleaner, J-Fill	Diversey					EA	1					
23	JWP95891789	Spitfire Cleaner 32 oz	Diversey					QT	1					
24	KIK55GB	Pure Bright 128 oz. 6% EPA Germicidal Bleach	KIK INC - HILEX					GA	1					
25	PGC32987	Comet Deod Cleanser 21 oz	P&G					EA	1					
26	PGC45112	P&G Dawn Original Pot/Pan Detergent 38 oz	P&G					EA	1					
27	REC74828	Lysol Disinfectant Spray 19 Oz Crisp Linen	Reckitt					EA	1					
28	SPA0019-04	Xcelente All Purpose Cleaner Gallon	Spartan					GA	1					
29	SPA4716	Clean ON the Go NABC	Spartan					EA	1					
30	SPA4803	Clean On the Go Xcelente 2L	Spartan					EA	1					
31	SPA4820	Clean On the Go Clean By Peroxy 2L	Spartan					EA	1					
32	SPA6075	Steriphene II Disinfectant Spray 20 oz aerosol	Spartan					EA	1					
33	SPA6343	TNT Bath Disinfectant Cleaner 18 oz	Spartan					EA	1					
34	SPA7106-12	NABC Non Acid Bath Cleaner Quart	Spartan					QT	1					
35	SPA7116-12	NABC Non Acid Bath Cleaner Quart	Spartan					QT	1					
36	MMM08278	3M 7300 Hi Pro Stripping Pad 20 inch 5/CS	3M					CA	1					
37	MMM08382	3M Black Stripping Pad 20 Inch 5/CS	3M					CA	1					
38	MMM20688	Scotch-Brite Medium Duty Scrub Sponge	3M					EA	1					
39	MMM29592	3M Scotch-Brite 20 in. Surface Prep Floor Pad 10/CS	3M					CA	1					
40	MMM59166	3M 3 in. x 4.5 in. General Purpose Scrub Pad 40/BX	3M					BX	1					
41	PGC16449	Mr Clean Magic Eraser Xtra Power 30/CS	P&G					CA	1					
42	REN02018	Renwon Black Stripping Pad 20 Inch 5/CS	Renown					CA	1					

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

TOP 100 NATIONAL ITEMS

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
43	REN02048	Renwon Red Buffing Pad 20 Inch 5/CS	Renown					CA	1					
44	REN02114	Renwon Medium Scouring Pad Green 20/CS	Renown					CA	1					
45	REN02115	Renown Light Duty Scouring Pad White 20/CS	Renown					CA	1					
46	REN02118	Renwon Scrubbing Sponge Medium 20/CS	Renown					CA	1					
47	559004	Pumie Pumice Scour Stickk	U.S. Pumice Company					EA	1					
48	REN03020-BD	Renwon Odor Absorbent & eater	Renown					EA	1					
49	YYYYWIZ30001	Urinal Mat Black	Sanastar					EA	1					
50	GPT19375	GP Compact Coreless Toilet Tissue 36/CS	Georgia-Pacific					CA	1					
51	GPT19378	GP Compact Coreless Toilet Tissue 18/CS	Georgia-Pacific					CA	1					
52	GPT89410	enMotion 8 in. White Premium Embossed 1-Ply Roll Towel 6/CS	Georgia-Pacific					CA	1					
53	GPT89460	enMotion 10 in. White Roll Towel 6/CS	Georgia-Pacific					CA	1					
54	GPT89480	enMotion 10 in. Brown Roll Towel 6/CS	Georgia-Pacific					CA	1					
55	KCC02001	Scott Essential Hard Roll Towel 950/Roll 6/CS	Kimberly-Clark Professional					CA	1					
56	KCC07006	Scott 2-Ply White Jumbo Roll Junior Tissue 1150 12/CS	Kimberly-Clark Professional					CA	1					
57	KCC25702	Scott Pro Hard Roll Paper Towels Blu-White 1150 6/CS	Kimberly-Clark Professional					CA	1					
58	309116312	Renown Single Roll Bath Tissue 96/CS	Renown					CA	1					
59	312255408	Renown 7.5 in. White Advanced Controlled Roll Towels 6/800	Renown					CA	1					
60	312255410	Renown 8 in. White Advanced Controlled Roll Towels 6/1000	Renown					CA	1					
61	328548231	Renown 1000 ft 2-Ply Embossed Jumbo Roll Tissue 12/CS	Renown					CA	1					
62	REN06002-WB	Renown White Multifold Paper Towels 250/PK 16/CS	Renown					CA	1					
63	REN06003-WB	Renown Natural Multifold Paper Towels 250/PK 16/CS	Renown					CA	1					
64	REN06004-WB	Renown Natural Hardwound Roll Towels 6/800'	Renown					CA	1					
65	REN06005-WB	Renown White Hardwound Roll Towel 6/800'	Renown					CA	1					
66	REN06122-WB	Renown High-Capacity Toilet Tissue 2,000/Rl 12/CS	Renown					CA	1					
67	REN06125-WB	Renown High Capacity Toilet Tissue 865/Rl 36/CS	Renown					CA	1					
68	REN06130-WB	Renwon Controlled Roll Towel Natural 6/800	Renown					CA	1					
69	REN06131-WB	Renown Controlled Roll Towel White 6/800	Renown					CA	1					
70	REN06180-WB	Renown Controlled Roll Towel Natural 6/1000	Renown					CA	1					
71	SAR26821	LoCor 2 Ply Toilet Tiessue 36/CS	Solaris Paper					CA	1					
72	SCA105065	Tork PeakServe Towel 410/PK 12/CS	TORK					CA	1					
73	SCA290088	Tork Universal Natural Matic Towels 6/CS	TORK					CA	1					
74	323801146	Nitrile Powder Free Exam Gloves 4.3 mil Blk XLrg 100/Bx	Safety Zone					BX	1					
75	323801161	Nitrile Powder Free General Gloves 3 mil MD Blue 100/Bx	Safety Zone					BX	1					
76	323801164	Nitrile Powder Free General Gloves 3 mil LG Blue 100/Bx	Safety Zone					BX	1					
77	323801156	Nitrile Powder Free General Gloves 3 mil XLG Blue 100/Bx	Safety Zone					BX	1					
78	3563111	Raven 7 Mil Nitrile Powder-Free Disposable Glove 100/Bx	SAS SAFETY					BX	1					
79	TRANLG400	Nitrile Powder Free Exam Gloves 3 mil Blue Large 100/bx	Tradex International					BX	1					
80	TRANLG5201	Nitrile Powder Free Blue Gloves 4 mil Large 100/bx	Tradex International					BX	1					
81	TRANMD400	Nitrile Powder Free Exam Gloves 3 mil Blue Medium 100/bx	Tradex International					BX	1					
82	TRANMD5201BLU	Nitrile Powder Free Blue Gloves 4 mil Medium 100/bx	Tradex International					BX	1					
83	TRANXL5201BLU	Nitrile Powder Free Blue Gloves 4 mil Xlarge 100/bx	Tradex International					BX	1					
84	TRAVLG5201	Vinyl Powder Free Clear Gloves 3 Mil Large 100/bx	Tradex International					BX	1					

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

TOP 100 NATIONAL ITEMS

MARKET BASKET - SAMPLE PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

				Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Item	Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg List Price	Each Price	% Discount from Catalog Price	Unit Cost with Discount Applied	Total Cost
85	TRAVMD5201	Vinyl Powder Free Clear Gloves 3 Mil Med 100/bx	Tradex International					BX	1					
86	TRAVXL5201	Vinyl Powder Free Clear Gloves 3 Mil Xlrg 100/bx	Tradex International					BX	1					
87	APP17100-04	Appeal Hand Soap 1000 ML	Appeal					EA	1					
88	APP17201-04	Appeal Antibacterial Hand Soap 1000 ML	Appeal					EA	1					
89	GPT43714	Pacific Blue Ultra Gentle Foam Hand Soap Refill 1200 ml	Georgia-Pacific					EA	1					
90	GOJ5213-02	Purell Healthy Soap Milf Foam 2000 ML	GOJO Industries, Inc.					EA	1					
91	KCC91552	Scott Pro Floral Scent Liquid Hand Soap with Moisturizer 1L	Kimberly-Clark Professional					EA	1					
92	KCC91565	Scott Essential Unscented Clear Green Certified Foaming Hand Soap 1L	Kimberly-Clark Professional					EA	1					
93	REN02522	Renown EFM Handwash Clear & Mild 1250 ml	Renown					EA	1					
94	REN02527	Renwon EFM Handwash Botanical 1250 ml	Renown					EA	1					
95	SBSAZU1L	Deb Refresh Azure Foam Wash 1L	SC Johnson Professional					EA	1					
96	SBSAZU1LG	Deb Refresh Azure Foam Wash, 1L Green Tip	SC Johnson Professional					EA	1					
97	SBSCLR1LG	Deb Refresh Clear Foam Wash, 1L Green Tip	SC Johnson Professional					EA	1					
98	SCW104826	Greenscapes Ice Melt 50 lb Bag	Scotwood Industries					EA	1					
99	REN05180	Renown Plastic Ash Tray	Renown					EA	1					
100	CRGSALT-40	Diamond Crystal Solar Naturals Water Softener Salt Crystals	Cargill Salt					EA	1					

TOTAL PRICE: $ -

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

PERCENT OFF CATEGORY

MARKET BASKET - SAMPLE-PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

Category	Percentage Discount off List Price (%)
BROOM	
BRUSH	
CAN LINERS AND TRASH BAGS	
CHEMICALS	
CLEANER	
DEODORIZER	
DISINFECTANT	
DISPENSERS	
FLOOR CLEANERS	
FLOOR PADS	
GLOVES	
HANDSOAP AND SANITIZER	
JANITORIAL TOOLS AND SUPPLIES	
PAPER PRODUCTS	
PERSONAL PROTECTION	
RAGS	
SKIN CARE	
SPONGE	
TOILET PAPER	
TOWEL & TISSUE	

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RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related, Products, Services and Solutions

ATTACHMENT I

PERCENT OFF CATEGORY

MARKET BASKET - SAMPLE-PRICING FOR EVALUATION

NOTE: This is sample pricing is for evaluation purposes only.

ADDITIONAL CATEGORIES AND SUBCATEGORIES MAY BE ADDED BELOW

Category	Percentage Discount off List Price (%)

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LocaliQ
Arizona
GANNETT

PO Box 632099, Cincinnati, OH 45263-2099

AFFIDAVIT OF PUBLICATION

_ Tony Hagerich
Kim Ridgeway.
Russell Johns
17110 Gunn HWY
Odessa FL 33556-1909

STATE OF WISCONSIN, COUNTY OF BROWN

The Arizona Business Gazette, a newspaper published in the city of Phoenix and general circulation in the counties of Maricopa, Coconino and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

11/28/2024

and that the fees charged are legal.
Sworn to and subscribed before on 11/28/2024

Legal Clerk

Notary, State of WI, County of Brown

21428
My commission expires

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

Request for Proposals

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-J H-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/ purchasing.aspx or from the Procurement Department.
PRE-PROPOSAL CONFERENCE: Thursday, November 7, 2024, 12:00 PM local time, online via Zoom. See the solicitation documentation for more details.
PROPOSAL DUE DATE: December 6, 2024, BEFORE 12:00 PM local time.
CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer. Horner@hcps.org
Pub: Nov 28, 2024

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: MCA Russell Johns - Kim Ridgeway
17110 Gunn Hwy
Odessa, FL, 335561909

Re: Legal Notice 2661666, Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

State of OR }
} SS:
County of Multnomah }

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:
Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions
Harford County Public Schools
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
10/25/2024.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 25th day of October 2024

By: Michelle A Ropp

Michelle A. Ropp

By: N-l Bj-l

OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

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EXHIBIT A

HARFORD COUNTY PUBLIC SCHOOLS

Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions
Proposals due December 6, 2024, BEFORE 12:00 PM local time
Request for Proposals

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

PRE-PROPOSAL CONFERENCE:

Thursday, November 7, 2024, 12:00 PM local time, online via Zoom.

See the solicitation documentation for more details.

PROPOSAL DUE DATE:

December 6, 2024, BEFORE 12:00 PM local time.

CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org

Published Oct. 25, 2024. 2661666

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CUSTOMER NAME AND ADDRESS
RUSSELL JOHNS
Kim Ridgeway
17110 Gunn Hwy
Odessa, FL 33556

ACCOUNT NUMBER
65753

ACCOUNT NAME
RUSSELL JOHNS

TELEPHONE
727-450-6172

ORDER #
DN0026171

CUSTOMER REFERENCE NUMBER
RFP No. 25-JH-011

CAPTION
REQUEST FOR PROPOSALS Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011).

TOTAL COST

REQUEST FOR PROPOSALS

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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BEFORE 12:00 PM local time.

CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org
DN0026171

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR RUSSELL JOHNS** 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 10/25/2024

DATE 10/31/2024

SIGNATURE Karyn Vigil

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 31st DAY OF OCTOBER IN THE YEAR 2024

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 737955
COMM. EXP. 07-01-2028

Lenea Tapusoa
NOTARY PUBLIC SIGNATURE

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Independent Record

AFFIDAVIT OF PUBLICATION

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Helena Independent Record
2222 N. Washington St
Helena, Montana 59602
(123) 456-7890

State of New York, County of Orange, ss:

Rachel Cozart, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Helena Independent Record, a newspaper of general circulation published that is a "legal newspaper" as that is published daily in the City of Helena, in the County of Lewis and Clark, State of Montana, and has charge of the Advertisements thereof.

If this certification is 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.

PUBLICATION DATES: October. 26 2024

NOTICE ID: cLXUPKSsJrPoWHcd6vYf

PUBLISHER ID: COL-MT-200676
NOTICE NAME: RFP No. 25-JH-011)

Rachel Cozart

(Signed)_____

LAUREN A PREDMORE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR0000070
Qualified in Orange County
Commission Expires February 1, 2027

VERIFICATION

State of New York
County of Orange

Subscribed in my presence and sworn to before me on this: 10/28/2024

_____
Notary Public
Notarized remotely online using communication technology via Proof.

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Public Notice

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

PRE-PROPOSAL CONFERENCE:

Thursday, November 7, 2024, 12:00 PM local time, online via Zoom. See the solicitation documentation for more details.

PROPOSAL DUE DATE:

December 6, 2024, BEFORE 12:00 PM local time.

CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org

October 26, 2024 COL-MT-200676 **MNAXLP**

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Richmond Times-Dispatch

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Rachel Cozart, 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 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Oct. 25, 2024

NOTICE ID: nVSLk1qDcKtD1rik3BkN
PUBLISHER ID: COL-7002713
NOTICE NAME: RFP No. 25-JH-011

Ad Size: 2 X 17 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.

Rachel Cozart
(Signed)_____

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/25/2024

Nicole Burkholder
_____
Notary Public
Notarized remotely online using communication technology via Proof.

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Public Notice

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.
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COL-7002713

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

THE SUN
Local. News. Matters.
sbsun.com

The Sun (San Bernardino)
473 E. Carnegie Drive, Suite 250
San Bernardino, California 92408
(909) 386-3864

0011698726

My Classified ads
17110 Gunn Hwy
Odessa, Florida 33556

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Sun (San Bernardino), a newspaper of general circulation, printed and published in the City of San Bernardino*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of 06/20/1952, Case No. 73084. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/28/2024, 11/04/2024

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

Dated at San Bernardino, California

On this 4th day of November, 2024.

Peggy Harmon

Signature
*The Sun (San Bernardino) circulation includes the following cities: [UNKNOWN LIST]

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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PROPOSAL DUE DATE: December 6, 2024, BEFORE 12:00 PM local time.

CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org
The Sun (San Bernardino)
Published: 10/28, 11/4/24

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

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

MCA RUSSELL JOHNS

17110 Gunn Hwy

Odessa FL 33556

Account Number: 600133349
Order Number: IPLATU0060186

STATE OF NEW YORK)
:SS.:
COUNTY OF ERIE)

The undersigned, being duly sworn, says that he/she is a Authorized Custodian of Records 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:

10/25/2024

George Hearst, Publisher

By: Nora Hewson

Nora Hewson
Authorized Designee of George Hearst, Publisher of the Times Union

Subscribed and sworn to before me, this 28th day of October 20 24.

Notary Public Signature

Tyshawn Harrison
Notary Public - State of New York
No. 01HA0005298
Qualified in Erie County
Commission Expires 04/07/2027

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

McClatchy

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
54787	604694	Print Legal Ad-IPL02004890 - IPL0200489			2	14 L

Attention: Kim Ridgeway

MCA Russell John
17110 Gunn Hwy
Odessa, FL 33556

kridgeway@russelljohns.com

Request for Proposals

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.
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CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org
IPL0200489
Oct 25 2024

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, 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:
10/25/24

Tara Pennington

Sworn to and subscribed before me this 25th day of October in the year of 2024

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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!

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(RFP No. 25-JH-011) Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: undated **# Pages:** -1-
Notary Name: Raynette R. Fong 1st **Circuit**
Doc. Description: Affidavit of Publication

Raynette R. Fong 10-25-24
Notary Signature Date

RAYNETTE R. FONG NOTARY 95-123 PUBLIC STATE OF HAWAII

Kimberly Masu being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org
(SA1472141 10/25/24)

Honolulu Star-Advertiser 1 times on:
10/25/2024
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 0 times on:
West Hawaii Today 0 times on:
Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Kimberly Masu

Subscribed to and sworn before me this 25th day of October A.D. 2024.

Raynette R. Fong
Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires:

RAYNETTE R. FONG NOTARY 95-123 PUBLIC STATE OF HAWAII

Ad # 0001472141

ISSP NO.: _____

Raynette R. Fong
Notary Public, State of Hawaii
My Commission Expires: 03/24/2027

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

KENNEBEC JOURNAL Morning Sentinel

10/21/2024

Kim Ridgeway
MCA
17110 Gunn HWY
Odessa, FL 33556

TO WHOM IT MAY CONCERN:

We hereby certify that the following:

LEGAL AD: NOTICE: Harford County Public Schools, Maryland is requesting proposals (Kim Ridgeway)

was published in the DAILY Kennebec Journal/ Morning Sentinel, a newspaper having its principal place of business in the County of Kennebec. With general circulation in the Counties of Androscoggin, Franklin, Kennebec and Oxford.

Date(s) Published 10/23/2024, 10/24/2024 and 10/25/2024

Tearsheet (s): ENCLOSED

Kennebec Journal/Morning Sentinel
Waterville, ME

Michael Ringer II
Customer Service Representative

Public Notice

Harford County Public Schools, Maryland is requesting proposals

from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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PROPOSAL DUE DATE: December 6, 2024, BEFORE 12:00 PM local time.

CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org

Subscribed and sworn to before me this 25 Day of October 2024 at Waterville in the County of Kennebec, in the State of Maine.

NOTARY PUBLIC

NICOLE DELLINGER
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES OCT. 17, 2026

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

LAS VEGAS REVIEW-JOURNAL
LAS VEGAS SUN

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

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

MCA RUSSELL JOHNS
17110 GUNN HIGHWAY
ODESSA FL 33556

Account # 105557
Order ID 324549

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 10/25/2024 to 10/25/2024, on the following day(s):

10/25/2024

REQUEST FOR PROPOSALS

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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PROPOSAL DUE DATE: December 6, 2024, BEFORE 12:00 PM local time. CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org

PUB: Oct. 25, 2024
LV Review-Journal

Leslie McCormick
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this October 25, 2024

Notary Linda Espinoza

LINDA ESPINOZA
Notary Public, State of Nevada
My Appointment No. 24-9178-01
Expires: July 14, 2028

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

October 28, 2024

Affidavit of Publication

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

A public notice ad was placed by OMNIA Partners Inc ((RFP No. 25-JH-011) and was published in said newspaper within the marketplace section of the National USA Today Marketplace on October 28, 2024.

Anthony Pacini

On this 28TH day of October 2024, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

William Regalado

Notary

WILLIAM REGALADO, JR
Notary Public
State of Florida
Comm# HH503994
Expires 3/13/2028

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

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:

10/25/2024

Joy Newman, Public Notices Representative

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

30 Oct 2024

M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 111908

RUSSELL JOHNS
ATTN: KIM RIDGEWAY
17110 GUNN HWY
ODESSA, FL 33556

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

PUBLIC NOTICE

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111908-OCT 25-1T

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

STATE OF WASHINGTON -- KING COUNTY

--ss.

432747 No.

MCA RUSSELL JOHNS

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:CLEANING SUPPLIES

was published on

10/25/24

NOTARY PUBLIC
STATE OF WASHINGTON
JENNIFER A. BARNES
MY COMMISSION EXPIRES
OCTOBER 24, 2027
COMMISSION NO. 96738

Subscribed and sworn to before me on

10/25/2024

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

State of Washington, King County

Harford County Public Schools

Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

Proposal Due: December 6

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/ purchasing.aspx or from the Procurement Department.

PRE-PROPOSAL CONFERENCE: Thursday, November 7, 2024, 12:00 PM local time, online via Zoom. See the solicitation documentation for more details.

PROPOSAL DUE DATE: December 6, 2024, BEFORE 12:00 PM local time. CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org

Date of publication in the Seattle Daily Journal of Commerce, October 25, 2024.

10/25(432747)

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Certificate of the Publisher

The Herald-News

Description:RFP 25-JH-011
2201318
25-JH-011

RUSSELL JOHNS
17110 GUNN HIGHWAY
ODESSA FL 33556

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
10/25/2024

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by J. Tom Shaw, its Publisher, at Joliet, Illinois, on
25th day of October, A.D. 2024

Shaw Media By:

J. Tom Shaw, Publisher

Account Number 10207421

PUBLIC NOTICE

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.
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(Published in Herald-News October 25, 2024)2201318

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

LOCALiQ

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

PO Box 631202 Cincinnati, OH 45263-1202

AFFIDAVIT OF PUBLICATION

Kim Ridgeway
joshua@myclassifiedads.net
My Classified Ads
17110 Gunn HWY
Odessa FL 33556-1909

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:

10/25/2024

and that the fees charged are legal.
Sworn to and subscribed before on 10/25/2024

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Harford County Public Schools, Maryland is requesting proposals from qualified and experienced firms to provide Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions (RFP No. 25-JH-011). In order to be considered, the Offeror must complete and submit a proposal to Harford County Public Schools, Maryland in accordance with the solicitation documentation available at www.hcps.org/departments/BusinessServices/purchasing.aspx or from the Procurement Department.

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CONTACT: Jennifer Horner, CPPB, Procurement Agent, 410-809-6044 or Jennifer.Horner@hcps.org
October 25, 2024

Order No:	10695173	# of Copies:
Customer No:	1065338	1
PO #:		

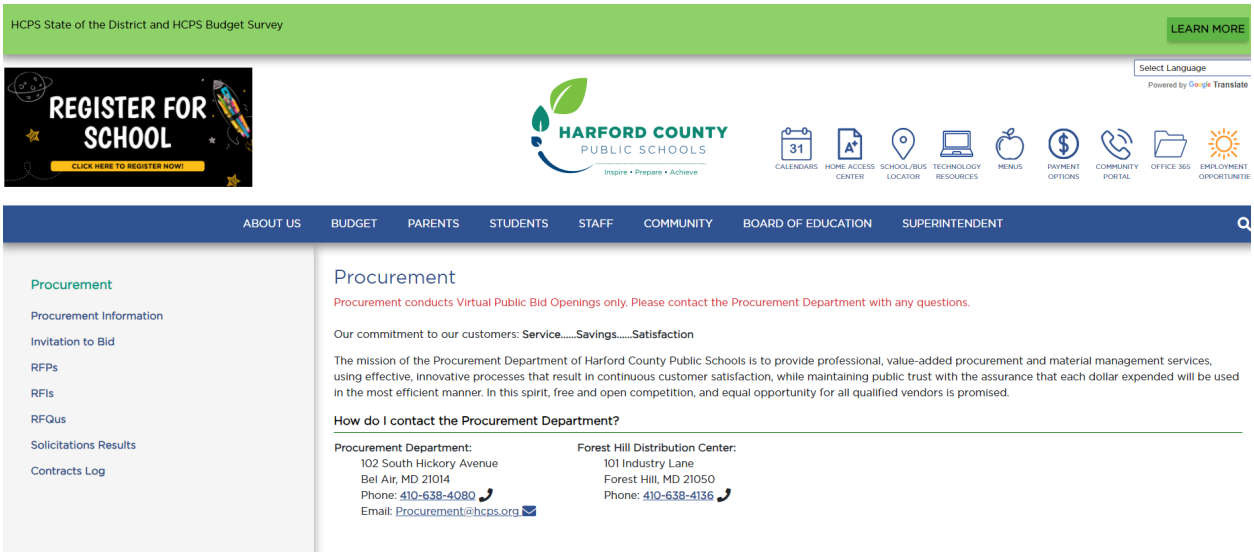
THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101

Web Postings



RFPs - Request for Proposals

RFP Number	Due Date & Time	Bid Documents	Name of Bid	Contact Person:	Additional Information:
25-GS-007	10/23/2024 12:00 pm local time	25-GS-007 Mass Communication System and School Website Hosting.pdf Addendum 1: 10/2/2024	Mass Communication System and School Website Hosting	Geoffrey Sudzina	A Pre-Proposal Meeting will be held on September 19, 2024 at 11:00am (EST) via Teams. Link provided on Announcement Page. Questions are due by September 25, 2024 at Noon - Local Time.
25-DS-012	11/12/2024 12:00pm Local Time	RFP #25-DS-012 Secondary English Program Grades 6-10.pdf Addendum 1: 10/16/2024	Secondary English Program, Grades 6-10	Denise Semenkow	A Pre-Proposal Meeting will be held on October 8, 2024 at 11:00am (EST) via Teams. Link provided on Announcement Page. Questions are due by October 15, 2024 at Noon - Local Time.
25-JH-011	12/6/2024 12:00 pm local time	25-JH-011 Custodial Supplies Equipment & Custodial Related Products Services Solutions.pdf	Custodial Supplies, Equipment, and Custodial Related Products, Services, and Solutions	Jennifer Horner, CPPB	Pre-Proposal Conference: **November 7, 2024 at 11:00 am (EST)** via Teams. Link provided on Announcement Page. Questions must be e-mailed to Jennifer.Horner@hcps.org no later than **12:00 pm local time on November 13, 2024.**

Docusign Envelope ID: D984DF0F-5AB9-4131-B14C-F76744DD4101



SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

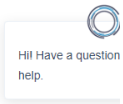
Current Solicitations

Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

Lead Agency:
Harford County Public Schools

Response Due: Friday, December 6, 2024, 12:00 PM LOCAL TIME

Click Here for More Information



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RFP #25-JH-011 Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions
SCORING SHEET SUMMARY

Evaluation Criteria	Max Points	Acuity Specialty Products, Inc. dba Zep Sales and Service	Brady Industries of Maryland LLC, BradyPLUS companies	Fastenal Company	HD Supply	Office Basics Non-Responsive	Quill LLC	Southeastern Equipment & Supply Non-Responsive	United Sales USA Corp	Veritiv Operating Company
Respondent's Profile and Submittal Letter	10	6	10	6	8	0	8	0	2	8
Experience of Firm/Personnel	15	6	15	6	15	0	6	0	3	12
Technical Approach/Methodology	35	14	28	14	35	0	21	0	7	28
References	10	6	6	2	10	0	0	0	2	6
TOTAL TECHNICAL SCORE	**70**	32	59	28	68	0	35	0	14	54
TOTAL COST SCORE	**30**	-	23	-	19	-	-	-	-	28
TOTAL SCORE	**100**		82		**87**					82

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HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org

Procurement Department
Jennifer Horner, CPPB, Supervisor of Procurement
ph. 410-809-6044
Jennifer.Horner@hcps.org

March 31, 2025

Mr. Sami Nassar
HD Supply Facilities Maintenance, Ltd.
3400 Cumberland Boulevard SE
Atlanta, GA 30339

Re: ***Award Notice* - RFP #25-JH-011**
Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

Dear Mr. Nassar:

Enclosed is a fully executed contract package. When items or services are needed, HCPS will either purchase via PCard or issue a PO at that time.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Jennifer Horner, CPPB
Supervisor of Procurement

Enclosure

cc: Becky Newell – HD Supply National Sales Manager
Stephen Fantasie – HCPS Facilities
Contract File

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CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES, AND SOLUTIONS
Executive Summary

Lead Agency: Harford County Public Schools, Maryland

Solicitation: 25-JH-011

RFP Issued: October 22, 2024

Pre-Proposal Date: November 7, 2024, 11 AM Local Time

Response Due Date: December 6, 2024, 12 pm Local Time

Proposals Received: Nine

Awarded to: HD Supply

The Harford County Public Schools, Maryland issued RFP 25-JH-011 on October 22, 2024, to establish a national cooperative contract for Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.

The solicitation included cooperative purchasing language in Sections 2.1, page 19 of the RFP:
Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners' (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains 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:

- Harford County Public Schools, Maryland website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

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- 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
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On December 6, 2024, proposals were received from the following offerors:

- Acuity Specialty Products dba ZEP Sales & Service
- BradyPLUS Companies
- Fastenal Company
- HD Supply
- Office Basics
- Quill
- Southeastern Equipment and Supply
- United Sales USA Corp
- Vertiv

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with HD Supply and proceed with a contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The Harford County Public Schools, Maryland, OMNIA Partners and HD Supply successfully negotiated a contract, and the Harford County Public Schools, Maryland executed the agreement with a contract effective date of July 1, 2025.

Contract includes: A complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions so that a wide array of products, services and solutions are available for cleaning supplies, chemicals, skin care, paper towels, toilet paper, dispensers, cleaning tools and supplies, waste containment and supplies, Cleaning and maintenance equipment and accessories and miscellaneous cleaning supplies.
Term:
The anticipated full term of the contract is six (6) years. The initial term of this contract shall be for two (2) years and shall begin on or about July 1, 2025 through June 30, 2027.

Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for two (2) additional, two (2) year periods.

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Jennifer Horner, CPPB, Supervisor of Procurement
ph. 410-809-6044
Jennifer.Horner@hcps.org

March 31, 2025

Mr. Sami Nassar
HD Supply Facilities Maintenance, Ltd.
3400 Cumberland Boulevard SE
Atlanta, GA 30339

Re: ***Award Notice* - *RFP #25-JH-011***
Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

Dear Mr. Nassar:

Enclosed is a fully executed contract package. When items or services are needed, HCPS will either purchase via PCard or issue a PO at that time.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Jennifer Horner, CPPB
Supervisor of Procurement

Enclosure

cc: Becky Newell – HD Supply National Sales Manager
Stephen Fantasie – HCPS Facilities
Contract File

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ATTACHMENT H

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions

THIS AGREEMENT, made this 27th day of March, 2025, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and **HD Supply Facilities Maintenance, Ltd.**, a corporation located at 3400 Cumberland Boulevard SE, Atlanta, Georgia 30339, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the Contractor's response to RFP #25-JH-011.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, for the pricing provided in the RFP response and listed in the Best and Final Offer, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Request for Proposal, HD Supply Facilities Maintenance Ltd. Proposal, HD Supply Facilities Maintenance Ltd. Exceptions, and all exhibits thereto and all related documents incorporated therein (collectively, the "Contract"); and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #25-JH-011**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified and in accordance with Contractor's response to RFP #25-JH-011.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

Board of Education of Harford County Witness

03/27/2025
Date

Board of Education of Harford County

Sean W. Bulson, Ed.D., Superintendent of Schools

Board of Education of Harford County – Board President

Seal in Signature

Authorized Contractor Signature

Contractor Witness

March 17, 2025
Date

HD Supply Facilities Maintenance, Ltd.
Company Name

3400 Cumberland Boulevard SE
Address

Atlanta, GA 30339
Address

STATE OF FLORIDA HD SUPPLY FACILITIES MAINTENANCE LTD LIMITED PARTNERSHIP SEAL

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Volume 1, Tab 5 – Exceptions to Draft Contract

Upon notification from a Participating Agency of its intent to utilize a contract resulting from an award by Harford County Public Schools, HD Supply will request the agency complete the below DRAFT Letter of Participation prior to HD Supply's alignment of the Participating Agency to the Contract. In cases where the Participating Agency requests 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, HD Supply will work to negotiate a separate agreement with the agency in lieu of the below Letter of Participation.

LETTER OF PARTICIPATION

DRAFT

DATE: _____

GROUP PURCHASING ORGANIZATION: OMNIA PARTNERS, PUBLIC SECTOR, INC.

CONTRACT DESCRIPTION: Cooperative Purchasing Program administered by OMNIA PARTNERS, PUBLIC SECTOR, INC. relating to Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.

SUPPLIER: HD SUPPLY FACILITIES MAINTENANCE, LTD.

Effective as of the date set forth above, the undersigned member ("Member") of the above -referenced group purchasing organization ("GPO") hereby affirms active membership in the GPO and authorizes its properties to purchase goods and services from the above-referenced Supplier according to the terms of the above-described Contract by and between Supplier and GPO (the "Contract"), whereby Supplier has agreed to provide certain Products to members of the GPO on the terms set forth in the Contract. All purchases of such Products by the undersigned member shall be under the Contract.

This Election will be effective on the date noted above and will run coterminous with the Contract, including any extensions thereof, until such time as Supplier receives written revocation from Member.

The Member agrees that this Election Notice contains the entire agreement of the Member with respect to the specific matters set forth herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, with respect to said specific matters. The Contract shall exclusively govern the purchases of Products by Participating Members that occur during the Term. Without limiting the foregoing, the Member agrees that this Election Notice replaces and supersedes any existing agreement that pertains to the purchases of products and services comparable to the Products and that any purchases of products and/or services comparable to the Products after the Effective Date shall be under the Contract and not under any such existing agreement. Capitalized terms used but not defined herein shall have the meanings specified in the Contract.

MEMBER:

_____

By:
Name:
Title:

Upon signature, please send a copy by Email to HD Supply:
Attn: _____

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HD Supply provides the below Exceptions Document noting those areas within the RFP and related documents where HD Supply proposes exceptions to be discussed with HCPS and/or OMNIA Partners if awarded this bid.

December 5, 2024

Harford County Public Schools
Request for Proposal, **RFP No. 25-JH-011**
CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

Under the context of a Request for Proposal from Harford County Public Schools (RFP No. 25-JH-011) for CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS, HD Supply Facilities Maintenance, Ltd. ("HDSFM") understands it cannot modify the RFP documents and **provided agreement. We request the following exceptions for HD Supply Facilities Maintenance, Ltd. to be discussed if awarded the contract.**

To avoid any confusion in our request, this document is formatted to show that (for the section referenced in the left column) anything in [brackets] under "HCPS request" has been removed by HD Supply, and anything that is underlined under "HDSFM exception" has been added by HD Supply to the referred section in the left column. Simply, the language under "HCPS request" in all sections referred to **in the left column is what Harford County Public Schools provided in the RFP, and the language under** "HDSFM exception" in all sections referred to in the left column is the change that HD Supply would like **to make to that section.**

Document	Exception Request
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.1 Correction of Errors, Defects, and Omissions	**HCPS request:** The Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of responsibility. **HDSFM exception:** With respect to products provided under this agreement, the Awarded Offeror shall remedy any short or damaged shipment if, within three (3) business days after receipt of the short or damaged shipment, HCPS gives Awarded Offeror written notice fully describing the alleged shortage or damage. For any equipment diagnostic and/or repair services and any equipment planned maintenance services offered hereunder, the Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in connection with such services in accordance with the applicable equipment service agreement without undue delays.

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GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.2 Set-Off	**HCPS request:** HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror. **HDS exception:** HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or actual damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.1	**HCPS request:** If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination **HDSFM exception:** If, after written notice and a thirty (30) day cure period, the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any material provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.2	**HCPS request:** All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach. **HDSFM exception:** All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, and upon payment for such supplies and services, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of actual and direct damages caused by Awarded Offeror's breach.

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GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.3	**HCPS request:** If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages. **HDSFM exception:** If the actual and direct damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect such damages.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience	**HCPS request:** HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination. **HDSFM exception:** Either party may terminate all or part of this contract for its convenience with a thirty (30) day prior written notification to the other party. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination. Any products received by HCPS after the date of termination shall be promptly returned at HCPS's cost and risk, unless paid in full by HCPS.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience: 1.4.1 Termination for Non-Appropriation	**HCPS request:** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination. **HDSFM exception:** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Written notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5	**HCPS request:** Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

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Obligations of Supplier upon Termination; 1.5.1	**HDSFM exception:** Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5 Obligations of Supplier upon Termination; 1.5.3	**HCPS request:** Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS. **HDSFM exception:** If applicable, deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.
GENERAL TERMS AND CONDITIONS, 4.0 NON-DISRIMINATION: 4.4	HCPS request: The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS	**HCPS request:** NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.1	**HCPS request:** No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof. **HDSFM exception**: Awarded Offeror and its subcontractors or agents shall not knowingly hire any employee of HCPS or any unit thereof, whose duties to HCPS include matters relating to or affecting the subject matter of this contract.
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.2	**HCPS request:**No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

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GENERAL TERMS AND CONDITIONS, 8.0 RETENSTION OF RECORDS	**HCPS request:** The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times. **HDSFM exception:** The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS, at all reasonable times; provided ; HCPS gives reasonable written notice of such audit.

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GENERAL TERMS AND CONDITIONS, 10.0 COMPLIANCE WITH LAW: 10.5	**HCPS request:** The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities. **HDSFM exception:** The Proposer at the time of proposal opening must be fully licensed in all trades or special areas applicable to the performance of its obligations hereunder that require a license by Local, State, and Federal authorities.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.5	**HCPS request:** The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law. **HDSFM exception:** The rights and remedies of HCPS and Awarded Offeror provided for under this contract are in addition to any rights and remedies provided by law.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.6	**HCPS request:** In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work. **HDSFM exception:** In case of any apparent conflict between the specifications and applicable laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.8	**HCPS request:** The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education. **HDSFM exception:** The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. Subject to Awarded Offeror's response to this request for proposal, the Awarded Offeror shall observe, comply with all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

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GENERAL TERMS AND CONDITIONS, 12.0 INDEMNIFICATION: 12.1	**HCPS request:** To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of **or** related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct. **HDSFM exception:** To the fullest extent permitted by law, Awarded Offeror (the "Indemnitor") shall indemnify, defend and hold HCPS and its employees, officials or volunteers (each, an "Indemnitee") harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, reasonable attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee to the extent of the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes the gross negligence or willful misconduct of the Indemnitee.
GENERAL TERMS AND CONDITIONS, 17.0 STAFF	**HCPS request:** The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing. **HDSFM exception:** The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal <u>as its main point of contact</u>. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

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GENERAL TERMS AND CONDITIONS, 19.0 SUBCONTRACTING OR ASSIGNMENT	**HCPS request:** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS. **HDSFM exception:** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS ,which shall not be unreasonably withheld.
GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.1	**HCPS request: If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause. This section only applies to HCPS in relation to the performance of this Agreement, Participating Public Agencies may have differing requirements.**
GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.4	**HCPS request:** Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

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GENERAL TERMS AND CONDITIONS, 25.0 CONTRACT	**HCPS request:** The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS. **HDSFM exception:** The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP and Supplier's response to the Proposal shall constitute the formal contract between the Offeror and HCPS.
GENERAL TERMS AND CONDITIONS, 26.0 COMPLIANCE WITH SPECIFICATIONS: 26.5	**HCPS request:** In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work. **HDSFM exception:** In case of any apparent conflict between the specifications and applicable laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.2	**HCPS request:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received. **HDSFM exception:** Partial payments may be paid if partial shipments have been made and received.
GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.4	**HCPS request:** HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. **HDSFM exception:** HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. Product that is shipped expedited or directly from the manufacturer to the customer's property will include the appropriate freight charge.
GENERAL TERMS AND CONDITIONS, 29.0 CONFLICT OF INTEREST	**HCPS request:** Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such

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	relationship that might be perceived or represented as a conflict must be disclosed on Attachment D. **HDSFM exception:** Each proposer must disclose any known existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.
GENERAL TERMS AND CONDITIONS, 34.0 Disclaimer of Warranty: 34.1	**HCPS request:** (Added to RFP by HD Supply) **HDSFM exception:** Awarded Offeror is a re-seller of Products and, except for Products Awarded Offeror procures from its own or affiliate manufacturing/production sources (i.e., "Private Label" items), Awarded Offeror does not provide any warranty for the Products procured from third party manufacturing/production sources ("Third Party Sources"). For items provided hereunder from Third Party Sources, Awarded Offeror shall pass through to HCPS any transferable manufacturer's standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO PRODUCTS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY AWARDED OFFEROR. HCPS AND PERSONS CLAIMING THROUGH HCPS (COLLECTIVELY "CLAIMANT") SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, UNLESS RECOURSE AGAINST AWARDED OFFEROR IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH PRODUCTS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE PRODUCTS PROCURED FROM THIRD PARTY SOURCES. AWARDED OFFEROR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING PRODUCTS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AWARDED OFFEROR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS. AWARDED OFFEROR DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.
GENERAL TERMS AND CONDITIONS, 35.0 LIMITATION OF LIABILITY: 35.1	**HCPS request:** (Added to RFP by HD Supply) **HDSFM exception:** TO THE EXTENT PERMITTED BY LAW, AWARDED OFFEROR SHALL NOT BE LIABLE TO HCPS FOR ANY INCIDENTAL, INDIRECT,

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	PUNITIVE, CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR DELAY DAMAGES, OR FOR ANY CLAIM THAT IS PROPERLY BROUGHT ONLY AGAINST A THIRD PARTY MANUFACTURER, OR ANY AMOUNT EXCEEDING TWO MILLION DOLLARS ($2,000,0000). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.
REQUEST FOR PROPOSAL #25-JH-011: 2. BACKGROUND: 2.1	**HCPS request:** Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement"** in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners' (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program. **HDSFM exception:** Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the **"Master Agreement"** in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement by their registration with OMNIA Partners' (a **"Participating Public Agency"**). By using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.1	**HCPS request:** Harford County Public Schools, MD (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and

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	Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's manufacturer's suggested retail price list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements. **HDSFM exception:** Harford County Public Schools, MD (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's list price. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.3.2 Complete Product Offering/Balance of Line: 3.3.2.1	**HCPS request:** Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered. **HDSFM exception:** Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Offeror's standard price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.4	**HCPS request:** All products offered must be new, unused, latest design and technology unless otherwise specified. **HDSFM exception:** All products offered must be new and, unused unless otherwise specified

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REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.10	**HCPS request:** In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the district's option.

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	HDSFM exception: In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all applicable laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at HCPS's option.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.12	**HCPS request:** Should an Awarded Supplier utilize distributors, resellers, dealers, or subcontractors, Participating Public Agencies may choose to issue work directly to the distributor, reseller, dealer, or subcontractor if allowed by the Awarded Supplier and Participating Public Agency **HDSFM exception:** Should an Awarded Supplier utilize subcontractors, Participating Public Agencies may choose to issue work directly to the subcontractor if allowed by the Awarded Supplier and Participating Public Agency.
REQUEST FOR PROPOSAL #25-JH-011: 5. RESPONDENT REQUIREMENTS: 5.4	**HCPS request:** Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein. **HDSFM exception:** Respondent shall furnish to HCPS information and data/documentation reasonably requested for HCPS to determine if Respondent is qualified to carry out obligations of the contract. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
REQUEST FOR PROPOSAL #25-JH-011: 7. AWARD: 7.13	**HCPS request:** HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties. **HDSFM exception:** HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the Awarded Offeror will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.
REQUEST FOR PROPOSAL #25-JH-011: 8. CONTRACT TERM: ~~8.4~~ 8.3	**HCPS request:** The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement

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	is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years. **HDSFM exception:** The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years.
REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.1	**HCPS request:** Proposer shall provide its proposed discount(s) from the Proposer's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. **HDSFM exception:** Proposer shall provide its proposed discount(s) from the Proposer's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this Master Agreement, Supplier reserves the right to adjust pricing..
REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.5	**HCPS request:** HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year. **HDSFM exception:** Intentionally Omitted
REQUEST FOR PROPOSAL #25-JH-011: 16. INSURANCE REQUIREMENTS	**HCPS request:** The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. See Attachment B for details. **HDSFM exception:** The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.

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REQUEST FOR PROPOSAL #25-JH-011: 18. PROPOSAL EVALUATION PROCESS: 18.8	**HCPS request:** HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein. **HDSFM exception:** HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data, reasonably requested by HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT	**HCPS request:** Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. **HDSFM exception:** Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this Master Agreement, Supplier reserves the right to adjust pricing.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT: 20.2.3.5 MARKET BASKET	**HCPS request:** The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal. Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only. **HDSFM exception:** The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal.

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	Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.4	**HCPS request:** In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from a manufacturer's price list or vendor catalog and title the PDF Exhibit 1. **HDSFM exception:** In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from Offeror's standard price list or vendor catalog and title the PDF Exhibit 1.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.6	**HCPS request:** Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract. **HDSFM exception:** Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this agreement, Supplier reserves the right to adjust pricing. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract, except for products that are factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.13	**HCPS request:** Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. **HDSFM exception:** Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal

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	requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit; provided that HCPS and/or a Participating Public Agency notified Offeror prior to placing an order that federal funds or FEMA funds are being used.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.1	**HCPS request:** The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier

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	will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. **HDSFM exception:** The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers. .
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.2	**HCPS request:** Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract. **HDSFM exception:** Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.3	**HCPS request:** The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. The Supplier shall furnish Subcontractors' certificates of insurance to the Board immediately upon request. **HDSFM exception:** The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.4 First Paragraph	**HCPS request:** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board. **HDSFM exception:** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation until prior written notice, in accordance with state guidelines, has been given to the Board.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.7	**HCPS request:** All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board . The insurers must also have a policyholders' rating of "A- " or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers

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	compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland. **HDSFM exception:** All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland. The insurers must also have a policyholders' rating of "A- " or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.5	**HCPS request:** Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: $1,000,000 Per occurrence; $1,000,000 Aggregate for other than products/completed operations and auto liability; and $1,000,000 Products/completed operations aggregate. And including all of the following coverages on the applicable schedule of underlying insurance: i. Commercial general liability; ii. Business auto liability; and iii. Employers liability **HDSFM exception:** Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: $1,000,000 Per occurrence; $1,000,000 Aggregate for other than products/completed operations and auto liability; and $1,000,000 Products/completed operations aggregate. And including all the following coverages on the applicable schedule of underlying insurance: i. Commercial general liability; ii. Business auto liability; and iii. Employers liability
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.6 First Paragraph	**HCPS request:** The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Supplier's commercial general

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	liability insurance with respect to liability arising out of the services provided under this Contract by Supplier. **HDSFM exception:** The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be listed as additional insureds, by scheduled or blanket endorsement, on the Supplier's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Supplier.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.6 Third Paragraph	**HCPS request:** "The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: (Enter specific identifying information such as project name, Board's contract number and/or date of contract)." **HDSFM exception:** "The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are listed as additional insureds by scheduled or blanket endorsement, on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."
ATTACHMENT A: Insurance Requirements: 3. Indemnification	**HCPS request:** To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Supplier under this Contract. **HDSFM exception:** To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Harford County, its elected and appointed officials, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, to the extent arising out of or connected to Supplier's negligence or willful misconduct in the services provided by Supplier under this Contract.
ATTACHMENT A: Insurance Requirements: 4. Waiver of Subrogation	**HCPS request:** To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent

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	contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing. **HDSFM exception:** To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.
ATTACHMENT A: Insurance Requirements: 5. Acknowledgement of Supplier's Independent Contractor Status and no Coverage For Supplier Under Board's Workers Compensation Coverage	**HCPS request:** Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing. **HDSFM exception:** Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss caused in whole or in part by, injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.
ATTACHMENT A: Insurance Requirements: 6. Damage to Property of the Supplier and its Invitees	**HCPS request:** To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

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	HDSFM exception: To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, and representatives while such property is on, at or adjacent to the premises of the Board.
ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (c)	**HCPS request:** The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken. **HDSFM exception:** The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.
ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (e)	**HCPS request:** The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit. **HDSFM exception:** Contractor shall be responsible for any conflicts of interest with respect to any subcontracts placed hereunder.
ATTACHMENT D: EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS' AFFIDAVIT; Second to last **Sentence**	**HCPS request:** Violations of any of these provisions may result in Termination for Cause.
ATTACHMENT G: Signature Sheet	**HCPS request:** I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

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[redacted]

ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 1.5 Objectives of Cooperative Program: B	**HCPS request:** Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide; **HDSFM exception:** Publicize and promote the availability of the Master Agreement's products and services as one of the Supplier's go to market strategies to public Agencies and such agencies' employees nationwide.

ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS	**HCPS request: [**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.]

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ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.1 Corporate Commitment	**HCPS request:** 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. **HDSFM exception:** 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 a "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to 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.
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.2 Pricing Commitment	**HCPS request:** 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.] **HDSFM exception:** Supplier represents that the not-to-exceed pricing provided under the Master Agreement pricing is competitive with any other pricing options it offers to Public Agencies nationwide . Supplier's pricing shall be evaluated on an aggregate basis considering applicable market conditions.
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0	**HCPS request:** Supplier commits to aggressively market the Master Agreement as [its] go to market strategy in this defined sector and that its

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REPRESENTATIONS AND COVENANTS: 2.3 Sales Commitment	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. **HDSFM exception:** Supplier commits to aggressively market the Master Agreement as a 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.
[redacted]	[redacted]

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ATTACHMENT J: Exhibit F: Federal Funds Certifications	**HCPS request: Exhibit F** **HDSFM exception: Intentionally Omitted**

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ATTACHMENT J: Exhibit G: New Jersey Business Compliance	**HCPS request: Exhibit G** **HDSFM exception: Intentionally Omitted**

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ATTACHMENT H

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue Bel Air,
MD 21014

CONTRACT SAMPLE

BID #
BID NAME

THIS AGREEMENT, made this _____day of _____, 20____, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____HD Supply Facilities Maintenance, Ltd., a corporation located at _____ 3400 Cumberland Boulevard SE, Atlanta, GA 30339, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with ~~the accompanying specifications, for the prices listed on the Bid Form~~Contractor's response to **RFP # 25-JH- 011.**

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, in the amount of _____provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #25-JH-011** _____, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, ~~and~~ as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified and in accordance with Contractor's response to **RFP #25-JH-011**.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

_____
Board of Education of Harford County Witness

_____
Date

Seal in Signature

_____
Authorized Contractor Signature

_____
Contractor Witness

_____
Date

Board of Education of Harford County

_____
Sean W. Bulson, Ed.D., Superintendent of Schools

_____
Board of Education of Harford County – Board President (if over $100k)

_____
Company Name

_____
Address

_____
Address

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ATTACHMENT C
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) Contractor shall be responsible for any conflicts of interest with respect to any subcontracts place hereunder.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: March 17, 2025

By: Sami Nassar, Chief Commercial Officer (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

HD Supply Facilities Maintenance, Ltd. (Company Name)

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ATTACHMENT D
EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS
EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
   1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
   2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
   3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
   4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
   5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
   6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
   7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
   8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
      a. Effective July 1, 2019
      b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
      c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: March 17, 2025

By: Sami Nassar, Chief Commercial Officer (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

HD Supply Facilities Maintenance, Ltd. (Company Name)

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ATTACHMENT G

SIGNATURE SHEET
(To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

HD Supply Facilities Maintenance, Ltd.	Sami Nassar
Company	Authorized Representative (print)
3400 Cumberland Boulevard SE	
Address	Signature
Atlanta, GA 30339	Chief Commercial Officer
Address, continued	Title (print)
Becky Newell	770.852.9056
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
856.425.5286	sami.nassar@hdsupply.com
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
rebecca.newell@hdsupply.com	52-2418852
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. 1, Dated 11.13.24
No. _____, Dated _____
No. _____, Dated _____

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HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

RFP Announcement

RFP TITLE:	**Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions**
RFP NUMBER:	**25-JH-011**
RFP DUE DATE AND TIME:	**December 6, 2024, 12:00 pm local time**
RFP EMAIL SUBMITTAL ADDRESS:	Submit your Proposal electronically to: bids@hcps.org
PURCHASING AGENT:	Jennifer Horner, CPPB Jennifer.Horner@hcps.org 410-809-6044
QUESTIONS DUE DATE AND TIME:	Questions must be e-mailed to Jennifer.Horner@hcps.org no later than **12:00 pm local time on November 13, 2024.**
ADDENDUM ISSUED:	No later than **November 18, 2024.**
PRE-PROPOSAL CONFERENCE:	**November 7, 2024 at 11:00 am** and online via Teams at the following link: **Microsoft Teams** Need help? **Join the meeting now** Meeting ID: 222 980 310 296 Passcode: 7BAgzW **Dial in by phone** +1 240-600-1475,,10406302# United States, Bethesda Find a local number Phone conference ID: 104 063 02# For organizers: Meeting options | Reset dial-in PIN
TIMELY DELIVERY OF RFP DOCUMENTS:	Proposals must be received in the Purchasing e-mail box, bids@hcps.org, on or before the RFP due date and time. Proposals submitted via e-mail shall include the name and address of the Offeror, the title and number of the RFP, and the RFP opening date. Technical Proposals **must** be submitted separately from the Cost Proposals in 2 separate files or e-mails. It is the Offeror(s) responsibility to verify that the Proposal has been received at bids@hcps.org, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids. PDF format only.
INCLEMENT WEATHER:	If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at https://www.hcps.org/departments/BusinessServices/procurement.aspx (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED

Anti-Discrimination Statement

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

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Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014

INSTRUCTION TO OFFERORS
Request for Proposal

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the proposal solicitation.

1.0 A REQUEST FOR PROPOSAL SUBMISSION

1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.

1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of $50,000 or more.

1.3 Unless otherwise indicated, HCPS shall receive proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be submitted via email to bids@hcps.org and clearly marked on the subject line: Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**

1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING

2.1 Offeror must electronically submit one (1) original with original signatures of the RFP using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files. Proposals must be signed and submitted by an authorized representative of the Offeror.

2.2 Signed proposals **must** be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submission to HCPS Purchasing Agents, representatives, or employees. It is the Offeror(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Offerors may contact the Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.

2.4 All Offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex

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Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and any others that may be required.

2.5 Proposal Due Date

2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, electronically via email to bids@hcps.org.

2.5.2 The Board of Education of Harford County must approve contract awards of $100,000 or more. Formal contract award is contingent upon the required Board approval.

2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in the proposal, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.

2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.

2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.

2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

3.0 AWARD OR REJECTION OF PROPOSALS

3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.

3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.

3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.

3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.

3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

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3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.

3.7 The Board reserves the right to award a contract within one hundred and twenty (120) days from the due date and all pricing must remain firm during that period and until the time of award.

3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

4.0 MULTI-AGENCY PROCUREMENT

HCPS reserves the right to extend the terms and conditions of this contract to any and all other government agencies within the State of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

5.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

6.0 ADDENDA

6.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.

6.2 Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.

6.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.

6.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

7.0 DEBRIEFING

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following contract award by a procurement officer familiar with the rationale for the selection decision.

8.0 DISSEMINATION OF INFORMATION

During the term of this agreement, the Awarded Offeror shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

9.0 INSURANCE

9.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.

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9.2 The Awarded Offeror shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

9.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.

9.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

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Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014

GENERAL TERMS AND CONDITIONS
Request for Proposal

1.0 REMEDIES AND TERMINATION

1.1 **Correction of Errors, Defects, and Omissions** – The Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of responsibility.

1.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror.

1.3 **Termination for Default**

1.3.1 If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination.

1.3.2 All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach.

1.3.3 If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages.

1.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination.

1.4.1 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.

1.5 **Obligations of Supplier upon Termination** – Upon Notice of Termination as provided in Sections 1.3 and 1.4, the Awarded Offeror shall:

1.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

1.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the

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right, title and if ordered by HCPS possession and interest of Awarded Offeror under the orders or subcontracts terminated.

1.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

1.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

4.0 NON-DISCRIMINATION

4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

4.4 The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

4.5 In the event the Awarded Offeror is deemed noncompliant with the non-discrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

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5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS

5.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

5.2 No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

6.0 FINANCIAL DISCLOSURE

The Awarded Offeror shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Offeror shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate $10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate for elective office in any primary or general election.

8.0 RETENTION OF RECORDS

The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

9.0 LANGUAGE/GENDER

9.1 Proposer, offeror, respondent, vendor, supplier, consultant, firm and contractor all have the same meaning and may be used interchangeably.

9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

9.3 Proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH LAW

10.1 The Proposer herby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.

10.2 The Proposer herby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

10.3 The Proposer shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

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10.4 The Awarded Proposer must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.

10.5 The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.

10.6 It is the Awarded Offeror's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

10.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

11.0 SUPPLIER'S OBLIGATION

11.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.

11.2 The Awarded Offeror shall perform the services with that standard of care, skill, and diligence normally provided by a supplier in the performance of services similar to the services hereunder.

11.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Offeror shall be responsible for professional and technical accuracy of its work furnished by the Awarded Offeror under this agreement.

11.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Awarded Offeror shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Supplier's negligent performance of any or the services furnished under this contract.

11.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

11.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

11.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.

11.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

11.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

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12.0 INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

12.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

13.0 WAIVER OF RIGHT

The Supplier agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

14.0 INITIATION OF WORK

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

15.0 DELAYS AND EXTENSIONS

The Awarded Offeror shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Offeror for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Awarded Offeror.

16.0 FREEDOM OF INFORMATION ACT

16.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

16.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

17.0 STAFF

The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

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18.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

18.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Awarded Offeror or in the Contract cost thereof.

18.2 If such changes cause an increase or decrease in the Awarded Offeror's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made, and the Contract shall be modified in writing accordingly. Any claim of the Awarded Offeror for adjustment under this clause must be asserted in writing with thirty (30) days form the date of receipt by the Awarded Offeror of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.

18.3 No services for which an additional cost or fee will be charged by the Awarded Offeror without prior written authorization of HCPS.

19.0 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

20.0 ILLEGAL IMMIGRANT LABOR

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

21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

21.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**

21.2 Offeror(s) acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Awarded Offeror is prohibited from knowingly assigning or permitting it's Subcontractors from knowingly assigning any of the Awarded Offeror's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

21.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

21.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

21.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4)

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manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

21.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

21.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

22.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term **"work force"** means any of the Contractor's employees or the Contractor's Sub-Contractors and their employees.

Contractor shall cause any member of Contractor's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

22.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

22.1.1 Effective July 1, 2019
22.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
22.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

23.0 LABOR AND RATES OF PAY

23.1 The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

23.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

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24.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Offeror agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

25.0 CONTRACT

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS.

26.0 COMPLIANCE WITH SPECIFICTIONS

26.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

26.2 The Awarded Offeror, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Offeror's compliance with the specifications.

26.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

26.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

26.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

26.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations, or changes to the bid document or from the specifications as written may result in rejection of the Offeror’s proposal or materials delivered.

27.0 BILLING AND PAYMENT

27.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, via email to apinvoice@hcps.org, unless otherwise specified.

27.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.

27.3 Standard HCPS payment terms are net thirty (30) days.

27.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

28.0 GOVERNING LAW AND DISPUTE RESOLUTION

28.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.

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28.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

29.0 CONFLICTS OF INTEREST

Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.

30.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

30.1 Performance Work Statement
30.2 Specifications/Terms of the Request for Proposal
30.3 General Terms and Conditions for Request for Proposal

31.0 IT ACCESSIBILITY PROGRAM

31.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.

31.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., “ICT accessibility”), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.2.

32.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

32.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.2 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. “Digital tool” is defined pursuant to Md. Code Ann., Educ., § 7-910.

32.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.2 W3C WCAG 2.2 Now Available (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the Voluntary Product Accessibility Template (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (https://www.itic.org/).

32.3 For digital tools, vendors are required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement

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contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at https://www.section508.gov/sell/how-to-create-acr-with-vpat/.

32.4 **Vendor Notice of Equivalent Access Standards**

In accordance with Md. Code Ann., Educ., § 7-910, "equivalent access" includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

"Nonvisual access" means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

32.5 **Accessibility Indemnification and Guarantees**

32.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

32.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.2 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

32.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

32.6 **Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

33.0 FORCE MAJEURE

33.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

33.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection,

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order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

33.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

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REQUEST FOR PROPOSAL

#25-JH-011

Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

1. **PURPOSE**

1.1 Harford County Public Schools (herein referred to as the Board or HCPS) is issuing this Request for Proposal (RFP) for the purpose of soliciting proposals from qualified business entities to provide a comprehensive selection of cleaning supplies, equipment, and custodial related products, services and solutions.

1.2 It is the intent of these specifications to provide prospective offeror(s) with complete information relative to this Request for Proposal. Offerors are obligated to read and understand all parts of this RFP and to obtain clarification of any part not thoroughly understood.

2. **BACKGROUND**

2.1 Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners' (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.

2.2 OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

2.3 OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment J).

2.4 Harford County Public Schools System anticipates spending approximately $6 million over the full potential Master Agreement term for Cleaning Supplies, Equipment, and Custodial Related products,

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Services and Solutions. While no minimum volume is guaranteed to the Supplier(s), the estimated annual volume of Cleaning Supplies, Equipment, and Custodial Related products, Services, and Solutions purchased under the Master Agreement through OMNIA Partners is approximately $300 million. This projection is based on the current annual volumes among the Harford County Public Schools and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

2.5 By responding to OMNIA Partners portion of the proposal, Suppliers understand and agree to participate in the OMNIA Partners program.

2.6 Harford County is located along the I-95 corridor, between the Baltimore and Wilmington/Philadelphia metropolitan centers. Harford County Public Schools (HCPS), with approximately 38,000 students, has the eighth (8th) largest student enrollment of the twenty-four (24) public school systems in Maryland. Approximately 5,600 people are employed by the school system to provide the necessary educational programs and supporting services for the students. This level of staffing makes HCPS the second (2nd) largest employer in the County. There are currently fifty-four (54) schools in the system; thirty-three (33) Elementary, nine (9) Middle, nine (9) comprehensive High, one (1) Technical High, one (1) special needs school for students with severe physical and mental disabilities, one (1) alternative education program with a blended virtual learning program, and a 400-acre Environmental Education Center, used for retreats, residential environmental learning programs and other special learning exploration activities. In addition, the school system operates out of four (4) administrative buildings which house central office departments responsible for delivering support to schools.

3. SCOPE OF WORK

3.1 Harford County Public Schools, MD (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier’s manufacturer’s suggested retail price list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier’s response to the Pricing section of the Proposal Evaluation Criteria Requirements.

3.2 This Request for Proposal is to establish a nationwide master agreement for the acquisition of the following products listed below. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

3.3 The intent is for each Supplier to submit their **complete line** of Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Refer to and complete Attachment I Sample Pricing for Evaluation document with the following categories:

3.3.1 Cleaning Supplies

3.3.1.1 Chemicals - Air care and odor control, carpet care chemicals, chemical management systems, disinfectants/pest control, floor care chemicals, general purpose chemicals, glass cleaners, industrial and bench maintenance chemicals, institutional products, polishes, restroom cleaners, specialty chemicals, and other miscellaneous cleaning chemicals.

3.3.1.2 Skin Care - Liquid soap, paste soap, foam soap, hand sanitizer, antibacterial wash, general skin, and body cleanser, and dispensers.

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3.3.1.3 Paper Towels/Toilet Paper/Dispensers - Facial tissue, seat covers, toilet tissue, towels, wipes, and dispensers.

3.3.1.4 Cleaning Tools and Supplies - Brooms and dust pans, brushes, dispensing equipment, floor and hand pads, material handling, mopping supplies, feminine hygiene, squeegee, gloves, dust masks, shoe covers, disposable aprons, hair covers, safety treads, goggles, signs, barriers and scrapers.

3.3.1.5 Waste Containment and Supplies - Can liners, hazardous materials containment bags, waste receptacles, recycling containers, trash pickers and dollies.

3.3.1.6 Cleaning and Maintenance Equipment and Accessories – Equipment, accessories for the equipment, vacuum bags, cleaning tools.

3.3.1.7 Miscellaneous Cleaning Supplies - Air Quality Controls including air filters, HVAC, air purifiers and any additional cleaning supplies offered by Vendor/ Firm.

3.3.2 **Complete Product Offering/Balance of Line**

3.3.2.1 Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.

3.3.2.2 A complete selection of outdoor cleaning equipment, walk-behind scrubbers, rider scrubbers, scrubber-sweepers, rider sweepers, walk-behind sweepers and floor machines, burnishers, carpet extractors, vacuums, and any other cleaning and maintenance equipment offered by Supplier shall be included in this section.

3.4 All products offered must be new, unused, latest design and technology unless otherwise specified.

3.5 Special Offerors/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

3.6 Substitution of Specified Items - Whenever the documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, form, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or equal."

3.7 This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements. Furthermore, this RFP is not intended to limit a proposal's content or exclude any relevant or essential data. HCPS will consider various proposals and methods of providing the service(s) outlined in this document.

3.8 The RFP shall not obligate HCPS to purchase any products specified herein. Furthermore, HCPS reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined by HCPS to be in its best interest.

3.9 HCPS makes no guarantee of annual spend with this RFP.

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3.10 In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the district's option.

3.11 Although the Scope of Work and other sections of this RFP reflect the needs and requirements of HCPS, Participating Public Agencies may have different requirements. Participating Public Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the HCPS Contract. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements. If an Offeror requires additional agreements for Participating Public Agencies, a copy of the proposed agreement should be included within the proposal.

3.12 Should an Awarded Supplier utilize distributors, resellers, dealers, or subcontractors, Participating Public Agencies may choose to issue work directly to the distributor, reseller, dealer, or subcontractor if allowed by the Awarded Supplier and Participating Public Agency.

4. SCHEDULE OF ACTIVITIES

Date	Description
October 22, 2024	RFP Issued
November 7, 2024	Pre-Proposal Meeting – Via Teams (link provided on cover page)
November 13, 2024	Question Deadline – due before 12:00 PM (EST)
November 18, 2024	Addenda released (if necessary)
December 6, 2024	Submittals Due before 12:00 PM (EST)
December 9 – December 11, 2024	Review of Requirements
December 12 – January 14, 2025	Committee to Evaluate Submittals
January 13 – January 16, 2025	Evaluation Committee Consensus Meeting
January 21 – January 23, 2025	Interviews/Presentations (if applicable)
January 24, 2025	Selection Committee Recommendation
February 24, 2025	Board Approval of Contract (if applicable)

*Note: The above dates are proposed and subject to change.

5. RESPONDENT REQUIREMENTS

5.1 HCPS requires that participating respondents have been in the business for at least five (5) years providing cleaning supplies, equipment, and custodial related products, services, and solutions to K-12 school districts, similar to size and scope of this RFP and HCPS. All respondents **SHALL SUBMIT** the number of years providing this type of service under the current business name. Respondent(s) who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your proposal non-responsive.

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5.2 All respondents must be considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: https://egov.maryland.gov/BusinessExpress/EntitySearch (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). Any bidder not considered in "Good Standing" may be deemed non-responsible.

5.3 All respondents must not have any "Exclusions" (respondent cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a respondent's name does not appear after searching, the respondent does not have an "Exclusion". Visit the following website to ensure compliance: https://sam.gov/SAM/pages/public/index.jsf (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the respondent may be deemed non-responsible.

5.4 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

6. SPECIAL CONDITIONS

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

7. AWARD

7.1 Harford County Public Schools intends to award a contract to the Offeror complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and bringing the best value and is deemed to be in the best interest of Harford County Public Schools.

7.2 HCPS is looking for a Just-in-Time custodial supplies company that will be able to provide the most expansive product availability on the Market Basket . HCPS intends on awarding to the Offeror providing the best pricing for the most products listed on the Market Basket as well the deepest discounts on the category list.

7.3 HCPS reserves the right to award the agreement in aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of HCPS and Participating Public Agencies as a result of this solicitation.

7.4 HCPS may reject any proposal which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

7.5 Harford County Public Schools reserves the right to accept or reject any or all offers and to waive any informalities in proposals received whenever such rejection or waiver is in the best interest of HCPS.

7.6 Conditional offers will not be accepted and may be deemed non-responsive.

7.7 HCPS reserves the right to reject any proposal if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to fulfil the obligations of the contract.

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7.8 HCPS does not guarantee that all or any work will be done and reserves the right to reject all offers and to re-solicit at its sole discretion.

7.9 HCPS reserves the right to reject any and all proposals, to contract products with whomever and in whatever manner HCPS decides, award on the basis of total proposal or to abandon the products entirely, and to waive any informality or non-substantive irregularity as the interests of the District and Participating Public Agencies may require.

7.10 HCPS reserves the right to add awarded offeror(s) to this contract, within one (1) year of contract award, if the initial awarded offeror(s) cannot fulfill all the requirements.

7.11 HCPS reserves the right to utilize the services of the next favorably scored responsive and responsible proposal, if for any reason the preceding Awarded Offeror is unable to fulfill their contractual obligations within one (1) year of contract award.

7.12 In the event the Awarded Offeror(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS.

7.13 HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.

8. CONTRACT TERM

8.1 The anticipated full term of the contract is six (6) years. The initial term of this contract shall be for two (2) years and shall begin on or about **July 1, 2025** through **June 30, 2027**.

8.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for two (2) additional, two (2) year periods.

8.3 The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years.

8.4 Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

9. PRICING AND RATE ADJUSTMENTS

9.1 Proposer shall provide its proposed discount(s) from the Proposer’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award.

9.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the Market Basket items only.

9.3 The Awarded Offeror shall request all rate adjustments in writing to HCPS at least ninety (90) days prior to the renewal date. The request for a change in the price shall include: (1) the RFP number; (2) existing price; (3) the new proposed price; (4) supporting documentation.

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9.4 The request for a price increase on the Market Basket items shall include documentation from the manufacturer to verify the basis for such a request and submit current catalogs. Rate increases will not be considered if not accompanied by the proper information within the designated time.

9.5 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

10. **RFP CLOSING DATE**

Proposals must be received by the email inbox (bids@hcps.org) no later than **12:00 pm, local time, on December 6, 2024**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

11. **DELIVERY OF PROPOSALS**

All proposals shall be emailed to bids@hcps.org. Mark the subject line – **RFP #25-JH-011 Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions**. Only electronic submittals will be accepted. It is the Offeror's responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the RFP Coordinator listed within the solicitation, by email or phone, to confirm receipt of the proposal.

12. **RESPONDENTS RESPONSIBLITIES**

12.1 The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;

12.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;

12.3 Prior to submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by HCPS, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;

12.4 The Respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS's annual audit, including five (5) years thereafter.

13. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held online via Teams for this Request for Proposal on **November 7, 2024**, at **11:00 a.m. local time**, at the link stated on the cover page. Attendance at this conference is not mandatory. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to HCPS at this conference. HCPS will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal. Oral statements or instructions will not constitute an addendum to this Request for Proposal.

Potential Offerors are strongly encouraged to attend.

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14. PROPOSAL FORMAT: TWO-PART SUBMISSION

14.1 Offerors shall email their Proposal to bids@hcps.org, **in PDF format ONLY**, in SEPARATE e-mails as the following:

14.1.1 **Volume I** – Technical Proposal

14.1.2 **Volume II** – Cost Proposal

14.2 Each e-mail shall include the following information in the body of the email:

14.2.1 The Offeror's name, business address, and contact information.

14.2.2 The due date/time for receipt of proposals.

14.3 The title of the RFP and RFP number (**#25-JH-011 Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions)**.

14.4 See **Section 19: Submittal Requirements** for complete details.

14.5 If confidential materials are submitted, respondents are requested to submit **one (1)** additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy".** It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

15. QUESTIONS

Questions concerning any portion of this RFP shall be directed by e-mail to Jennifer Horner at Jennifer.Horner@hcps.org, who shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed on the cover sheet.

Respondents are asked to honor the fidelity of the Request for Proposal (RFP) Process by limiting contact regarding this RFP to only the procurement agent listed above.

16. INSURANCE REQUIREMENTS

The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. See Attachment B for details.

17. INTERVIEW/PRESENTATIONS BY RESPONDENTS

17.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal interviews and/or demonstrations with some or all of the respondents without charge to HCPS. However, HPCS may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

17.2 HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration/interview must satisfy the Board, and the Board shall be the sole judge of compliance.

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17.3 Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

17.4 It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

17.5 Dates for interviews/presentations are listed in Section 4, Schedule of Activities. Although these dates are subject to change, these dates have been selected based on the schedules of the evaluation committee members and will not be modified/changed to accommodate the schedules of the Offerors.

18. PROPOSAL EVALUATION PROCESS

18.1 Proposals submitted shall be received and reviewed by the Procurement Agent.

18.2 A preliminary evaluation by the Procurement Agent shall determine whether each received proposal is complete and compliant with all the instructions and/or submittal requirements of the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration.

18.3 Technical proposals meeting all minimum requirements will be distributed to the evaluation committee for review and evaluation. The committee will then convene to discuss, and scores will be tallied for each criterion. The proposal that is deemed to be responsive, compliant, and capable of meeting HCPS' needs, and scores the highest points based on the evaluation criteria stated in the proposal, will be approved to move forward. Experience with HCPS and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

18.3.1 After the technical score for each proposal has been established, the evaluation committee will determine if presentations or interviews will be required. HCPS, at its sole discretion, reserves the right to create a short-list of the top ranked/scored companies and to subsequently conduct presentations or interviews about their submitted proposals as needed. Suppliers with technical scores falling below acceptable standards will be eliminated from the remainder of the RFP process.

18.3.2 If interviews/presentations are held, the Committee will select by consensus the most responsible, responsive Offeror that best meets the needs of HCPS.

18.4 HCPS will use a point formula to score the cost proposals. The maximum score for the cost proposal will be assigned to the Supplier offering the lowest combined total. Appropriate fractional scores will be assigned to the other cost proposals.

18.5 HCPS may enter into cost and/or terms and conditions negotiations with the highest-ranking supplier. If HCPS and the Supplier cannot agree upon cost or terms, HCPS may negotiate with the next highest ranked supplier. This process will continue until a fair and reasonably priced contract can be awarded.

18.6 During the evaluation, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, school districts, or other governmental agencies. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

18.7 HCPS may make such investigations as deemed necessary to determine the ability of an audit firm to

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provide the work as specified herein. HCPS may request additional information about, or clarification of any proposals submitted. HCPS reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Vendor submitting a proposal.

18.8 HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.

18.9 Based on the information obtained by the evaluation committee, the evaluation committee may, in its sole discretion, request that a company or companies still under consideration submit, in writing, by a prescribed time and date, a Best and Final Offer to perform the requirements of the RFP.

18.10 The evaluation, scoring and award decision of HCPS shall be final.

19. SCORING

19.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the technical proposals and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.

19.2 The Respondent's response will be scored by committee members in accordance with the following scale:

0 = Unresponsive: Failed to respond to the request
1 = Poor: Responsive to the question but expectations are NOT met
2 = Marginal: Responsive to the question but below acceptable standards
3 = Acceptable: Minimal acceptable performance standards and responsive to the request
4 = Good: Above minimum performance, effective and responsive to the request
5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the request

20. SUBMITTAL REQUIREMENTS

When submitting a Technical Proposal, the following minimum information must be provided for proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response.

The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Respondent in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualifications of the Respondent and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal).

The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the RFP requirements, and unnecessary marketing statements and materials be avoided.

Respondent must refrain from using responses similar to, "Refer to our literature…" or "Please see www……com", these responses may deem a proposal non-responsive.

Each proposal must include a submittal letter, table of contents, and all documentation requested in the Technical Proposal. The documents must be numbered consecutively from beginning to end and separated by tabs in the order described below, and appropriately titled. Responses for each proposal section and

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requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices. *Failure to submit these documents in this order may deem your proposal non-responsive.*

Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Cost Proposal.

20.1 **Volume I: TECHNICAL PROPOSAL**

20.1.1 **Tab 1** – Respondent's Profile and Submittal Letter – (**Weighted Value 10 Points***)*

RFP Submittal Letter must Identify the Principal or Officer of the organization who will be HCPS' primary point of contact during clarifications or negotiations and be signed by an authorized agent of the firm to bind the Offeror to the terms and conditions of this RFP. The Submittal Letter shall include the following:

- Brief history of the business and organization.
- Date business was established under current name.
- Organizational structure of business, including size of company and total number of employees.
- Type of ownership or legal structure of business.
- Active business venues (counties, states, etc.)
- How many years providing this type of service (needs to be at least 5 years)
- Provide a concise narrative as to why your firm is best able to serve HCPS, include any key items about your firm that distinguishes it from other firms.

20.1.2 **Tab 2** – Experience of Firm/Personnel – (**Weighted Value 15 Points***)*

- Total number of employees and total number of employees in the United States.
- Number and location of key personnel who will service contract including Executive Support, Marketing, Sales, Sales Support, Accounts Payable, and Contract Management.
- Local staffing plan.
- Indicate the specific individuals that will be assigned and dedicated to HCPS for this Agreement to ensure the successful execution and completion of the work. Please specify in detail the names, titles, addresses, telephone numbers, fax numbers, email addresses and the specific responsibilities each will have in this Contract.
- Provide any additional information relevant to this section.

20.1.3 **Tab 3** – Technical Approach and Methodology – Scope of Work (**Weighted Value 35 Points**)

- The Offerors approach and methodology of how the products and services herein addressed will be provided. Submit any applicable artifacts.
- The Offerors implementation plan and market strategy.
- The Offerors methodology for making catalog and pricing available.
- The Offerors methodology for delivering supplies with consistent quality and timeliness.
- The Offerors approach for servicing all schools and facilities within the HCPS.
- The Offerors ability to provide ordering methods and/or punchout capabilities to allow staff to easily place orders via PO, PCard or other payment options and state the Convenience Fee if any for credit card payments. Ideally, the Awarded Offeror will have the capability of establishing a punchout site with HCPS' Oracle system. Describe available payment terms. The Offerors availability to provide local sales representation in accordance with the Respondent's Requirements.
- The Offerors customer service plan and availability.
- The Offeror's procedure when product becomes unavailable or discontinued.
- The Offeror's return and/or exchange policy.

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- In addition to new products, indicate if used, trade-ins, leasing/financing, or other offerings are available, and provide pricing structure for each of these items.
- Response to Omnia Partners Exhibits: Include a detailed response to Attachment J, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror 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.

20.1.4 **Tab 4**– References – (**Weighted Value 10 Points**)

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) most relevant or comparable contracts completed by your company during the past five (5) years with a public entity who can be contacted for references.

The references **will be verified** by HCPS. HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses, people no longer employed with the client or references who do not respond.

Failure to provide references may deem Proposer as non-responsible. HCPS reserves the right to request additional references.

20.1.5 **Tab 5** – Exceptions to Draft Contract (**Non-Scored**)

- Provide any exceptions to HCPS's General Terms and Conditions.
- Offerors must provide **any and all** documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award. Any additional agreements Participating Public Agencies are required to sign should be included with Offeror's proposal.
- Failure to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with all RFP terms and conditions as written.
- Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.
- The successful Offeror will be required to sign Attachment J, Exhibit C, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

20.1.6 **Tab 6** – Addenda **(Non-Scored)**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

20.1.7 **Tab 7** – Required Documents **(Non-Scored)**

Failure to return any of these documents may be cause for the proposal to be considered non-responsive.

- Attachment "A" Sample Certificate of Insurance (Provide a sample certificate)
- Attachment "B" Debarment Certification (Completed and Signed)
- Attachment "C" Conflict of Interest Form (Completed and Signed)
- Attachment "D" Employment of Sex Offenders and Other Criminal Offenders Affidavit (Completed and Signed)

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- Attachment “E” Anti-Bribery Affidavit (Completed and Signed)
- Attachment “F” References (Completed)
- Attachment “G” Signature Sheet (Completed and Signed)
- Attachment “H” Contract **Sample** (Final will be signed at time of award)
- Attachment “J”, Exhibit C – OMNIA Partners Administration Agreement (the Final will need to be signed prior to award and executed after an award has been made)
- Attachment “J”, Exhibit F – Federal Funds Certifications
- Attachment “J”, Exhibit G – New Jersey Business Compliance

20.2 Volume II: COST PROPOSAL (Weighted Value 30 Points)

20.2.1 Using **Attachment I**, Offeror shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #25-JH-011 – Cost Proposal. **PDF Format Only.**

20.2.2 The Cost Proposal MUST INCLUDE ALL COSTS associated with the services identified in, and associated with, the services requested in this RFP.

20.2.3 Offeror shall provide the following information on “Attachment “I” Cost Proposal.

20.2.3.1 PRICE DISCOUNT

Offeror shall provide its proposed discount(s) from the Offeror’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award.

20.2.3.2 SHIPPING

All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Describe offeror’s shipping program, return policy and any associated costs.

20.2.3.3 RELATED PRODUCTS, SERVICES, AND SOLUTIONS

Offeror shall provide any additional related products and services offered that it wishes to be considered.

20.2.3.4 ADDITIONAL OFFERINGS

Detail any additional pricing incentives, volume purchases, promotions, special manufacturer’s offers, free goods programs, discounts or rebates that may be available such as for large volume, bundled purchases, etc. to Participating Public Agencies. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

20.2.3.5 MARKET BASKET

The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an

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alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal. Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.

Offerors are not required to submit pricing for all items on “Attachment “I” Cost Proposal. Items that do not apply to an Offeror shall be marked “N/A”. Additional items may also be listed in the spaces provided for additional items or by submitting additional sheets.

20.2.4 In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from a manufacturer’s price list or vendor catalog and title the PDF Exhibit 1.

20.2.5 Include an electronic copy of your price catalog from which the discount is calculated. Title the PDF Exhibit 1. Electronic price lists must contain the items listed in Attachment I: Pricing Schedule.

20.2.6 Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract.

20.2.7 Offeror shall describe how end users can verify they are receiving contract pricing.

20.2.8 Offerors shall provide information on costs associated with returning or exchanging items.

20.2.9 Although a Best and Final Offer (BAFO) is expected to be requested, Offerors should submit a complete, comprehensive and most favorably priced proposal.

20.2.10 All pricing shall be FOB Destination.

20.2.11 Unless otherwise clearly specified in the Offeror’s proposal, it shall be considered that there is no minimum order amount.

20.2.12 It is the Proposer’s responsibility to provide HCPS and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the Contract.

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

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Evaluation Criteria Matrix	Maximum Possible Points
Tab 1 – Profile and Submittal Letter	10
Tab 2 – Experience of Firm/Personnel	15
Tab 3 – Technical Approach and Methodology	35
Tab 4 – References	10
Cost Proposals	30
Combined Total	100

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ATTACHMENT A

Insurance Requirements

Harford County Public School System – Maryland

Insurance Requirements for General Supply > $25,000

1. General Insurance Requirements

1.1 The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.

1.3 The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. The Supplier shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Supplier from any liability or obligation imposed upon the Supplier by the provisions of this Contract.

1.6 If the Supplier does not meet the insurance requirements of this Contract, the Supplier shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Supplier must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of $10,000 shall be disclosed by the Supplier and are subject to Board's written approval. Any deductible or retention amounts elected by the Supplier or imposed by the Supplier's insurer(s) shall be the sole responsibility of the Supplier.

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1.9 If the Board is damaged by the failure or neglect of the Supplier to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Supplier shall bear all reasonable costs properly attributable thereto.

2. Supplier's Insurance

2.1 The Supplier shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

$1,000,000	Each Occurrence;
$1,000,000	Personal and Adv Injury;
$1,000,000	General Aggregate; and
$1,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

i. Liability arising from premises and operations;
ii. Liability arising from the actions of independent contractors;
iii. Contractual liability protection for the Supplier from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
ii. Automobile contractual liability.

2.1.3 If the Supplier has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

$100,000	Each accident for bodily injury by accident;
$100,000	Each employee for bodily injury by disease; and
$500,000	Policy limit for bodily injury by disease.

2.1.4 If the Supplier is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required

2.1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

$1,000,000	Per occurrence;
$1,000,000	Aggregate for other than products/completed operations and auto liability; and
$1,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

i. Commercial general liability;
ii. Business auto liability; and
iii. Employers liability

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2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Supplier's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Supplier.

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the below wording is required.

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: _____ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

2.2 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Supplier's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Supplier's liability insurance policies required herein.)

2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.4 If any liability insurance purchased by the Supplier has been issued on a "claims made" basis, the Supplier must comply with the following additional conditions:

2.4.1 The Supplier shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.4.2 The Supplier shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Supplier under this Contract.

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4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.

5. **Acknowledgment of Supplier's Independent Contractor Status and no Coverage For Supplier Under Board's Workers Compensation Coverage**

Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.

6. **Damage to Property of the Supplier and its Invitees**

To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

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ATTACHMENT B
DEBARMENT CERTIFICATION

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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

_____
Name and Title of Authorized Agency/Organization Representative

_____ _____
Signature Date

_____
Agency/Organization

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

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ATTACHMENT C
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

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ATTACHMENT D

EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS
EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
    1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
    2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
    3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
    4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
    5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
    6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
    7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
    8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
        a. Effective July 1, 2019
        b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
        c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

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ATTACHMENT E
ANTI-BRIBERY AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

_____

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

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

_____ _____
Signature Witness

_____
Date

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ATTACHMENT F
REFERENCES

1. Name of Reference _____

   Email Address _____

   Contact Person _____

   Telephone Number _____

   Scope of Services/Contract Description _____

   Contract Period _____

   Dollar Value _____

2. Name of Reference _____

   Email Address _____

   Contact Person _____

   Telephone Number _____

   Scope of Services/Contract Description _____

   Contract Period _____

   Dollar Value _____

3. Name of Reference _____

   Email Address _____

   Contact Person _____

   Telephone Number _____

   Scope of Services/Contract Description _____

   Contract Period _____

   Dollar Value _____

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ATTACHMENT G

SIGNATURE SHEET

(To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

Company	Authorized Representative (print)
Address	Signature
Address, continued	Title (print)
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

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ATTACHMENT H

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT SAMPLE

BID #
BID NAME

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, in the amount of _____ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #_____**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature	**Board of Education of Harford County**
_____	_____
Board of Education of Harford County Witness	Sean W. Bulson, Ed.D., Superintendent of Schools
_____	_____
Date	Board of Education of Harford County – Board President (if over $100k)
Seal in Signature	
_____	_____
Authorized Contractor Signature	Company Name
_____	_____
Contractor Witness	Address
_____	_____
Date	Address

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ATTACHMENT I

COST PROPOSAL

MARKET BASKET/CATEGORY DISCOUNT

(SAMPLE PRICING FORM FOR EVALUATION)

TAB #1 & #2 – Top HCPS Items & Top 100 National

1. Offeror will not make any changes on Market Basket except to adding Offeror's information.
2. Offeror must respond to all items listed in the Offeror Bid Submission Section or mark item "NA".
3. Equivalents and/or Private Brand items shall include manufacturer and model number.
4. Offeror should adjust response price to match the Unit of Measure and package quantity specified.
5. Offeror must specify their net sell price for items.
6. Market Basket will be used to evaluate pricing. Offeror must specify the price and discount percentage.

TAB #3 – Percent off Category

7. Offeror should provide category discount pricing.
8. The quoted discount from list must be applied to every item in the category. Margin or cost floors are not allowed.

Note: In the event of a conflict between these instructions and instructions contained in Scope of Work the instructions enumerated in the Scope of Work shall govern.

Click HERE to access the Excel to enter your information. There are three (3) Excel Spreadsheets: 1) Top HCPS Items; 2) Top 100 National; and 3) Percent off Category.

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ATTACHMENT I

PRICING SCHEDULE

(COMPLETE PRODUCT OFFERING/ BALANCE OF LINE)

Include an electronic copy of your catalog from which the discount is calculated. **Title the PDF Exhibit 1**. Electronic price lists must contain the following: (if applicable):

1. Manufacturer or other part #
2. Supplier's Part # (if different from manufacturer or other part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to HCPS, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details if there are minimum order quantities.
7. If leasing/financing is an option, provide applicable pricing and discounts.
8. SHIPPING EXCEPTIONS - All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Include any minimum requirements, detail ancillary costs such as outside Continental US, dock delivery, inside delivery and deliver/installation.
9. RELATED PRODUCTS AND SERVICES - Proposer shall provide any additional related products and services offered that it wishes to be considered as Value Add.
10. ADDITIONAL OFFERINGS - Detail any additional pricing incentives, volume purchases, promotions, special manufacturer's offers, free goods programs, discounts or rebates that may be available. Such as for large volume, bundled purchased, etc. to Participating Public Agencies. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

Company Name _____

Representative Signature _____

Representative's Name & Title _____

Date _____

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ATTACHMENT J

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

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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

Harford County Public Schools, Maryland (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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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

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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 $300 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 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

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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

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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.

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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.

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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. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

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ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. 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

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D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. 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

G. 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

H. 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

I. 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.

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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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).

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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.

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Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will

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not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be

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responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report.

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In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

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19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

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Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all

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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

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REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

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Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

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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.

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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.

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(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

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(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);

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(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.

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(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

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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 **"A**nti-Kickbac**k"** Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, **"Co**ntractors 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, **"Ri**ghts to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement**s,"** 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.

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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), **"De**barment 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.

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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 PROCUREMENTOF 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

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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: _____

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

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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: _____

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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.

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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.

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 STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.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.

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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

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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

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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.

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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 me made, pertaining to the underlying Contract or the FTA assisted project for which

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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 me 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: _____

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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 statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

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

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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

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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:	

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DOC #2

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.

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NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

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

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

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

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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***

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____
Signature of Procurement Agent

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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.

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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."

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Article I. **Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

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

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

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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.

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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: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

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DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/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), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

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DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Perso list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exempti A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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DOC #8

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

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DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

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Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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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

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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

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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

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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

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RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

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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

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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

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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

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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

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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

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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

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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

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IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR

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LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR

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MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR

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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

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OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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HARFORD COUNTY PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org

Procurement Department
Jennifer Horner, CPPB, Supervisor of Procurement
ph. 410-809-6044
Jennifer.Horner@hcps.org

ADDENDUM #1

Bid #25-JH-011

Custodial Supplies, Equipment, and Custodial Related Products, Services and Solutions

TO: **ALL BIDDERS**

FROM: **Jennifer Horner, CPPB, Procurement Agent**

DATE: **November 13, 2024**

This Addendum is issued in response to prospective proposer's inquiries and to add/clarify verbiage in the RFP.

1. **QUESTION**: Will this be awarded by each item in a category, category as a whole or this is a 1 winner bid? How many vendors were awarded last time this was up for RFP and what are their names?

   ANSWER: Per Section 7.3, HCPS reserves the right to award the agreement in aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of HCPS and Participating Public Agencies as a result of this solicitation. This solicitation is a new solicitation for HCPS and is not replacing a contract.

2. **QUESTION**: Can we have the most previous bid tabulation and awarded vendors list?

   ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract.

3. **QUESTION**: Are items to be delivered to 1 location or multiple locations? If multiple, how many?

   ANSWER: See Section 6. Special Conditions of the solicitation: This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

4. **QUESTION**: How often will orders be placed?

   ANSWER: See Section 6. Special Conditions of the solicitation: This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

5. **QUESTION**: What are your current pricing and product brands for this bid?

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ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract.

6. **QUESTION**: Do you require samples?

   ANSWER: See section 20.2.12 of the solicitation: It is the Proposer's responsibility to provide HCPS and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the Contract.

7. **QUESTION**: Can you specify anticipated order quantities for the line items?

   ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract. See Section 6. Special Conditions of the solicitation: This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

8. **QUESTION**: Will you accept alternative brands?

   ANSWER: Alternate brands may be accepted per the Market Basket.

9. **QUESTION**: Are there any usage quantities available for prior year's spend? The bid sets 1 ea/bx for each item in your top spend. Quantities insure that ODP Business will best discount your largest use items.

   ANSWER: Participating Public Agencies may have different requirements and quantities. To ensure the most accurate pricing for each item, quantities are listed as 1 to get fair per item pricing. Pricing is considered not-to-exceed and Awarded Supplier(s) may choose to provide a deeper volume or other discount to Participating Public Agencies.

10. **QUESTION**: Is there a total spend $$ the County can share for the last year or rolling 12 months for the items included in this bid?

    ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract.

11. **QUESTION**: Would HCPS be willing to change dispensers for soap/sanitizer/towel/tissue/air care as part of an award?

    ANSWER: HCPS prefers not to change dispensers but understands that it may be required. The cooperation of each supplier involved is expected.

12. **QUESTION**: In Section 7 - Award, part 7.4 states that HCPA may reject proposals that offer alternate items. In the Market Basket, private label products are listed in the Top HCPS tab (example Appeal Skin Care or Renown) but there is also a section to include substitutes. Are participants going to be rejected/penalized for subbing private label items we are prohibited from selling?

    ANSWER: Refer to Question #8 of this Addendum.

13. **QUESTION**: Can you please address the delivery requirements? Will shipments go to a centralized warehouse or directly to the schools? If items are to deliver to the schools, is inside delivery and/or put-away required?

    ANSWER: This is a just-in-time contract where each school will place their orders and will be shipped to each location. HCPS does not have a warehouse. Most of the items do not need inside delivery and/or put-away requirements, but there may be times that inside delivery may be

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necessary. Each Participating Public Agency may have different delivery and/or put-away requirements.

14. **QUESTION**: Historically, due to the competitive nature of the jan-san industry, there has not been one standard list price across all distributors for the same SKU. How does HCPS plan to evaluate proposals/product category discounts when the list price can vary on the same item resulting in significantly different % discount models across distributors?

    ANSWER: The proposals will be evaluated based on the Evaluation Criteria Matrix located in the solicitation.

15. **QUESTION**: Per Section 20.2.3.5 of the Harford County Public Schools RFP 25-JH-011 , it is noted that "Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal." We plan on quoting exclusive brands/private label and brand-name manufacturers products in the same product category which would typically result in different discounts. To provide our most competitive proposal, may we have the ability to offer discount variation within the same product category on the market-basket pricing?

    ANSWER: Discounts on exclusive brands/private label and brand-name manufacturers' products should be added to the market basket under Alternate Products.

16. **QUESTION**: Per Section 20.2.6 of the Harford County Public Schools RFP 25-JH-011, it is noted that "Additional pricing and/or discounts may be included," while in Section 20.2.3.5 HCPS notes that "Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal." If we would like to extend deeper discounts for some lines in the market basket than our proposed Category Discounts, how should we present this on the pricing sheets? Would a range of discounts or minimum discount be acceptable in our Category discount sheet?

    ANSWER: The Market Basket should be the deepest discount available. A range of discounts or minimum discount is acceptable in the Percent Off Category sheet (Attachment I).

17. **QUESTION**: Can you provide clarification on the Unit of Measure pricing that HCPS would like to see in Cost Submission for the List Price Column (Column K), Each Price (Column L), and Unit Price with Discount Applied (Column N). For example, on Product Number CLO31650 listed on the HCPS tab under chemicals, what would be the desired value for us to list for "Each Price" field. Since the product is sold as a Case of 4, would we list the "Each Price" as the price of 1 bottle or the total case of 4?

    ANSWER: The price listed should correspond to the unit of measure listed in the Market Basket. For the example given for CLO31650, the unit of measure (UOM) listed in the pricing attachment is a case (CA) so the price would be for the total case.

I hereby acknowledge receipt of Addendum #1 dated November 13, 2024, to Bid #25-JH-011 Custodial Supplies, Equipment, and Custodial Related Products, Services and Solutions.

_____	_____
Company	Name (Print or Type)
_____	_____
Authorized Signature	Date

Note: Proposer shall sign and submit Addendum with submission. The same person signing the Addendum shall sign the RFP. Failure to submit the Addendum may deem your proposal non-responsive.

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HD Supply's response to Harford County Public Schools RFP #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

VOLUME I – Technical Proposal

December 6, 2024

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Volume I: Technical Proposal

Tab 1 – Respondent's Profile and Submittal Letter

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Volume I, Tab 1 – Respondent's Profile and Submittal Letter



HD Supply's response to Harford County Public Schools RFP #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

DECEMBER 6, 2024

HD Supply Facilities Maintenance, Ltd.

Address:	3400 Cumberland Boulevard SE
	Atlanta, Georgia 30339
Phone:	267.981.1066 - Bruce Reifsteck, Vice President, Government Housing
	856.425.5286 - Becky Newell, National Sales Manager
Fax:	Please use email address below
Email:	Bruce.Reifsteck@hdsupply.com OR Rebecca.Newell@hdsupply.com
Federal Tax ID:	52-2418852

Presented by:

Sami Nassar
CHIEF COMMERCIAL OFFICER, HD SUPPLY

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December 6, 2024

Jennifer Horner, CPPB
Procurement Agent
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, Maryland 21014

RE: Request for Proposal #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Dear Ms. Horner,

As a long-term supplier of the Harford County Public Schools (HCPS), HD Supply Facilities Maintenance, Ltd. ("HD Supply"), a wholly-owned, indirect subsidiary of The Home Depot, Inc., and formerly known as Home Depot Pro Institutional, is pleased to respond to HCPS' Request For Proposal (RFP) #25-JH-011 for CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS. We would welcome the opportunity to continue to support your organization's janitorial and custodial needs. Our know-how in successfully serving your organization and our commitment to providing industry-leading products and services fuels our singular focus on making a positive difference for our clients.

Furthermore, HD Supply's long-running relationship with OMNIA Partners (OMNIA) can directly support HCPS' intent to make the resulting contract from this solicitation available to other national OMNIA participating agencies. Within this proposal, we share our planned approach to leverage the agreement that may come out of this solicitation with all OMNIA Partners agencies noted within the RFP.

Brief History of the Business and Organization

HD Supply's roots extend back to 1974 with the founding of Maintenance Warehouse in San Diego, CA. The Home Depot purchased Maintenance Warehouse in 1997, thus leveraging The Home Depot's considerable buying power and passing the savings on to customers. With the acquisition of N-E Thing Supply Company and Economy Maintenance Supply, in 2000 and 2003 respectively, we broadened our product offerings, service and sales coverage to customers throughout Texas, the Northeast and surrounding areas. Maintenance Warehouse became The Home Depot Supply company in 2004, and in 2005 the organization acquired USABlueBook. The Home Depot Supply and Hughes Supply combined to form HD Supply in 2007. HD Supply was purchased by private equity firms Bain Capital LLC, Carlyle Group, and Clayton, Dubilier & Rice. In 2012, HD Supply acquired Peachtree Business Products, and in 2013 HD Supply Holdings, Inc. went public on the NASDAQ. In 2021 HD Supply was acquired by The Home Depot, which resulted in the integration of Home Depot Pro and HD Supply. HD Supply is a wholly-owned, indirect subsidiary of The Home Depot. In 2023, HD Supply acquired Redi Carpet.

Date Business was Established under Current Name

HD Supply Facilities Maintenance, Ltd. was founded in 1974 and celebrates 50 years serving our valued customers. The business formally became HD Supply in 2007, 17 years ago. In December 2020, HD Supply (which still operates under this name today) was purchased by The Home Depot, of which we are a wholly-owned, indirect subsidiary.

Organizational Structure of Business, including Size of Company and Total Number of Employees

HD Supply is honored to serve over 250,000 customers nationwide through the delivery of MRO and industrial products and services. As one of the largest distributors of janitorial, custodial, and MRO supplies, HD Supply maintains 3,000+ suppliers and 100,000+ MRO-curated products. Our expansive offering includes appliances, electrical, grounds/landscaping, hardware, HVAC, janitorial/cleaning supplies, lighting, lamps, ballasts, paints and

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sundries, plumbing, safety products, and tools (handheld & powered), among other categories. We maintain a national workforce of over 12,000 associates and our own distribution facilities (180+ geographically dispersed distribution points), trucks (2,000 company-owned and operated vehicles), and delivery drivers. Our associates, facilities and vehicles are considered vital components of our customer value proposition. With these significant assets, we typically provide delivery on stocked items throughout the continental U.S. within 24 - 48 hours upon receipt of orders. Depending on the distribution site and our customers' specific location, we can also utilize UPS or an LTL (less than truckload) carrier for customers outside our normal delivery area or located in remote locations.

Type of Ownership or Legal Structure of the Business

On December 24, 2020, Home Depot acquired HD Supply Holdings, Inc., a Delaware corporation, and its operating subsidiaries, including HD Supply Facilities Maintenance, Ltd. ("Facilities Maintenance"). HD Supply is a Limited Partnership and a wholly-owned, indirect subsidiary of The Home Depot.

Active Business Venues (Counties, States, etc.)

HD Supply Headquarters:

- Atlanta, GA (Cobb County)

HD Supply Customer Support Locations:

- Santee, CA
- New Braunfels, TX
- Jacksonville, FL

HD Supply Distribution Locations:

HD Supply operates over 180 geographically dispersed distribution points, with 60 distribution centers (below) dedicated to the janitorial and custodial supplies sought through this RFP.

- **Alabama –** Birmingham, Huntsville
- **Arizona –** Phoenix (Tolleson)
- **California –** Bakersfield, Commerce, Fresno XD, Sacramento, San Bernardino, San Jose
- **Colorado** - Denver (Aurora), Colorado Springs XD
- **Florida -** Fort Myers, Jacksonville, Jacksonville DW, Orlando, Pompano
- **Georgia** – Atlanta
- **Iowa** – Davenport
- **Illinois** – Herrin, Chicago (Lombard), Peoria
- **Indiana** - Indianapolis (Fishers)
- **Kansas** - Shawnee (Kansas City), Wichita XD
- **Kentucky** – Louisville
- **Louisiana** – New Orleans
- **Massachusetts** - Auburn
- **Maryland** – Baltimore XD, Capitol Heights XD
- **Michigan** – Farmington Hills
- **Minnesota** – Minneapolis
- **Missouri** – St. Louis XD
- **North Carolina** – Charlotte HDP, Rural Hall
- **Nebraska** – Omaha HDP
- **Nevada** – Las Vegas (North)
- **Ohio** - Cincinnati XD, Columbus

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- **Oklahoma** – Tulsa HDP
- **Oregon** – Eugene HDP, Portland (Gresham)
- **Pennsylvania** – Pittsburgh (Beaver Falls), Levittown
- **South Carolina** – Greenville (Piedmont), Summerville (Coastal), Columbia
- **Tennessee** – Bristol (East TN), Nashville (LaVergne)
- **Texas** – El Paso, Dallas (Fort Worth), Dallas (Grand Prairie), San Antonio HDP
- **Virginia** – Richmond
- **Washington** – Seattle (Kent) HDP, Port Angeles, Spokane HDP, Yakima
- **West Virginia** – Bluefield, Huntington

Years Providing this Type of Service - How many years providing this type of service (needs to be at least 5 years)

HD Supply has 20 years of knowledge and experience in the implementation and on-going management of Master Agreement/Participating Entity purchasing relationships. We currently manage and support a number of nationwide cooperatives with similar, in-depth structures. Implementation and administration of these programs include Lead Public Agency Relationships, Participating Public Agency adoption, account set-up and management, sales team training and support, website portal and reporting development, contractual compliance and more.

Concise Narrative as to Why Your Firm is Best Able to Serve HCPS, Include Any Key Items About Your Firm That Distinguishes It from Other Firms

HD Supply is a leading wholesale distribution company with fifty years of experience providing maintenance, repair and operations and janitorial/custodial supplies. We currently serve over 250,000 customers across the country, with distribution centers spread across 25 states, and provide an expansive offering of over 100,000 high quality, name-brand, and proprietary products.

Next-Day Delivery on Most Products to Most Areas

We have a best-in-class distribution network enabling fast, on-time delivery of janitorial and custodial supplies, as well as maintenance, repair, and operations (MRO) supplies. Our fleet of 2,000 delivery trucks and our own drivers serve more than 130 markets with same-day or next business day delivery. No minimum order is required to reduce your inventory costs. We employ over 3,000 employees in our distribution centers that go through extensive training, quality, and safety checks to ensure orders are processed quickly, accurately, and safely and delivered on-time to our customers.

Dedicated Support Team

OMNIA Partners will continue to have a dedicated National Account team to oversee implementation, communication, and account management nationally with the primary role to manage daily needs and serve as main points of contact for the contract nationwide. The National Accounts Team will meet formally with Harford County Public Schools / OMNIA Partners for a Quarterly Business Review to support the success of the program and to review continuous improvement opportunities. The Account Management team is supported by a team of National Account Managers, Field Account Representatives and Inside Sales Representatives across the country who provide personalized service to the individual participating agencies.

Experience with National Contracts

HD Supply has in-depth knowledge and experience in the implementation and on-going management of Master Agreement/Participating Entity purchasing relationships. We currently manage and support a number of nationwide group purchasing organizations (GPO) and cooperatives with similar, in-depth structures. Implementation and administration of these programs include Participating Entity contract support, account set-

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up and management, sales team training and support, website portal and reporting development, contractual compliance and more.

Customer Support

HD Supply has three Customer Service Support Centers, as well as a specialized team dedicated to Government customers.

- Monday – Friday, 8 AM to 5 PM in all time zones
- Order Assistance
- Product Support
- Warranty Center

E-Procurement Solutions

We offer state-of-the-art e-commerce capabilities to our end-users. We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology programs to fit their needs. We can quickly provide a solution because we have designed our web platform to be scalable and flexible to manage the procurement process of our customers' unique requirements.

Expansive Product Offering

HD Supply provides end users with access to a wide range of products including most major brands in every product category and our own exclusive brand products for additional cost savings. By working together with top suppliers across multiple market sectors, HD Supply leverages our centralized sourcing structure, industry expertise, and proven best practices to provide Participating Agencies with an unparalleled product offering, competitive pricing and an exceptional customer experience.

Environmental Sustainability Initiatives

Recognizing the critical need to protect the environment, HD Supply has incorporated sustainable practices. Our goal is to offer our customers the opportunity to reduce their impact on the environment. With over 5,000 green products available (including Energy Star, WaterSense and Green Seal), HD Supply can meet all your product needs. HD Supply can provide monthly reporting in support of any internal District/Agency green initiatives.

Disaster Planning/Recovery

HD Supply understands that emergencies happen, and we have a Disaster Recovery plan and team in place prepared for such events. Our Disaster Recovery playbook includes detailed plans for ensuring our associates are safe and accounted for and our distribution centers and transportation fleet is operational to support our ability to serve our customers. Additional features include:

- Backup/redundant systems, functions, distribution facilities, Customer Care teams, and strong relationships with preferred vendors
- Call centers located in multiple regions throughout the United States
- A national footprint that provides system redundancies throughout our network
- Pre-planning activities to prepare for potential disasters
- Organizational-wide communication plan to ensure all aspects of the business are operating as one

Renovations/Installations

HD Supply offers a wide variety of renovations and installation services in specific markets. Through this contract, HD Supply can offer dispenser installation and restroom upgrade utilizing our renovation teams.

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Volume I: Technical Proposal

Tab 2 – Experience of Firm/Personnel

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Volume I, Tab 2 – Experience of Firm/Personnel

Total Number of Employees and Total Number of Employees in the United States

HD Supply has approximately 12,000 employees nationwide.

Number and Location of Key Personnel who will Service Contract Including Executive Support, Marketing, Sales, Sales Support, Accounts Payable, and Contract Management

Listed below are the key members of the HD Supply team who will support and oversee the contract, starting with contract implementation upon award of the agreement, and will continue to provide ongoing support and leadership throughout the term of the agreement.

This team has experience managing national contracts similar in size and scope and will be key contacts to service the contract at the national level. They will also directly support both the HCPS team and the local HD Supply team dedicated to the HCPS account.

i. **Executive Support**
Bruce Reifsteck
Bruce.Reifsteck@hdsupply.com
Phone – 267.981.1066

ii. **Marketing**
Evangelina Davis – Senior Marketing Specialist
Evangelina.Davis@HDSupply.com
Phone - 904.293.3892

iii. **Sales**
Bruce Reifsteck- VP Govt Housing and Strategic Accounts
Bruce.Reifsteck@HDSupply.com
Phone – 267.981.1066

iv. **Sales Support**
Becky Newell – National Sales Manager
Rebecca.Newell@HDSupply.com
Phone - 856.425.5286

v. **Accounts Payable**
Jacentra McClinton – Accounting Manager
Jacentra.McClinton@HDSupply.com
Phone – 770.852.9191

vi. **Contracts**
Contract Documentation
Achal Patel – Bid Contract Manager
Achal.Patel@HDSupply.com
Phone – 470.586.6340
Contract Management
Becky Newell – National Sales Manager
Rebecca.Newell@HDSupply.com
Phone – 856.425.5286

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Local Staffing Plan

HD Supply combines the benefits of a best-in class national Jan San provider with robust and educated sales team that offers unparalleled and consistent support across the country, while also understanding the importance of local relationships. As such, all Participating Agencies will be assigned a dedicated Account Representative to act as their point of contact with HD Supply. These individuals will be available to assist with questions related, but not limited, to product selection, order assistance, training, and more. HD Supply also has an accomplished Local Sales Management Team who works side-by side with the Account Representatives to ensure successful service and support.

Additionally, customers who fall within HD Supply's dedicated delivery zone will have their orders delivered by HD Supply employed drivers who can act as an extension of our sales team. Participating Agencies will have access to our dedicated OMNIA customer support team who have been trained to assist the unique needs of Participating Agencies.

More information on the specific people in place to support Harford Public County Schools is detailed below.

Specific individuals that will be assigned and dedicated to HCPS for this Agreement to ensure the successful completion of the work. Please Specify in detail the names, titles, addresses, telephone numbers, fax numbers, email addresses, and specific responsibilities each will have in this contract.

Below is a listing of the key personnel and leadership team who will be engaged with Harford County Public Schools in the day-to-day support of the agreement. In addition to the experienced team listed below, HD Supply has a full staff of qualified professionals across all departments of the organization who will be focused on the successful implementation of a new agreement with Harford County Public Schools.

MARK GROFT – FIELD ACCOUNT REPRESENTATIVE

Mark is the local Field Account Representative/Program Manager who will manage the day-to-day relationship with Harford County Public Schools. Mark has over 35 years of experience in the industry and 24 years with the HD Supply organization, where he has focused on providing solutions and customized programs for customers with an emphasis on education customers. Mark currently manages the HD Supply relationships at several school districts locally (including Harford County Public Schools), where he has established long term connections supporting both Procurement Staff members and Facilities Team members. He provides consistent and reliable service to his end-users by focusing on the topics listed below:

Sourcing Products	Product Research
Order Assistance	Technical Support
Business Reviews	Continuous Communication

MARK WILL BE THE DEDICATED HD SUPPLY REPRESENTATIVE FOR HARFORD COUNTY PUBLIC SCHOOLS AND THE MAIN POINT OF CONTACT FOR DAY-TO-DAY SERVICE AND ORDER SUPPORT.

MUHAMED DOSUNMU – REGIONAL SALES MANAGER

Muhamed is the Regional Sales Manager in the Mid-Atlantic region for HD Supply. Muhamed is responsible for the performance of the sales team in the area. He will work closely supporting Mark and will ensure the proper internal support is provided for Mark and HD Supply to successfully service Harford County Schools and the details outlined in the agreement. Muhamed has worked in the industry for 20 years and joined the HD Supply team in 2023.

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RICHARD MURRAY – REGIONAL SALES DIRECTOR NORTHEAST

Rich Murray is the Director of Sales for HD Supply – Northeast Region. Rich is responsible for the performance of the sales team in the Northeast Region. Rich will also work closely with Mark and Muhamed to provide support as needed. Rich has worked in the industry for more than 35 years, starting in operations, moving into sales and eventually into various leadership roles - most recently Director of Sales Northeast Region.

BECKY NEWELL- NATIONAL SALES MANAGER – STRATEGIC ACCOUNTS

Becky is the National Sales Manager – Strategic Accounts overseeing the OMNIA Partners contract nationally for HD Supply. Becky has over 20 years of experience in the Jan/San industry and offers a superior level of customer service by focusing on customized solutions for Participating Agencies utilizing the HD Supply OMNIA Partners agreements. Becky will have regular communication with the local sales team and leadership team to ensure that HD Supply is effectively supporting HCPS on all details outlined in the Agreement. Becky can also be a point of contact for the Harford County Public Schools, as needed.

ANGIE MEADOWS - SALES SUPPORT ADMINISTRATOR

Angie is an HD Supply Sales Support Administrator and has worked in the industry for over 38 years in a Sales Support Administrator role. Angie has a superior level of customer service and maintains great relationships with several key accounts in the area. Angie will be a key contact to answer any immediate inquiries regarding orders, deliveries, invoices, etc. and will work side-by-side with Mark and the leadership team to provide reliable support.

Please see below for the contact information of each of the above personnel.

Name	Title	Phone	Email
Mark Groft	Field Account Representative	410.596.4084	Mark.Groft@HDSupply.com
Muhamed Dosunmu	Regional Sales Manager	240.639.3676	Muhamed-Samini.Dosunmu@HDSupply.com
Richard Murray	Regional Sales Director	603-512-0263	Richard.Murray@HDSupply.com
Becky Newell	National Sales Manager	856.425.5286	Rebecca.Newell@HDSupply.com
Angie Meadows	Sales Support	888.803.3907 Ext. 63378	Angela.Meadows@HDSupply.com

Additional information relevant to this section

None provided at this time.

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Volume I: Technical Proposal

Tab 3 – Technical Approach and Methodology – Scope of Work

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Volume 1, Tab 3 – Technical Approach and Methodology – Scope of Work

Offeror's approach and methodology of how the products and services herein addressed will be provided. Submit any applicable artifacts.

HD Supply has the benefits of a national footprint supported by 12,000+ Associates, 180+ geographically dispersed distribution points, and a fleet of 2,000 company-owned and operated vehicles driven by HDS employed delivery drivers to ensure on time and in full delivery of the products and services outlined in this RFP. For customers outside our normal delivery area or located in remote locations we can also utilize UPS or an LTL (less than truckload) carrier and for special orders and nonstock product, shipments may be made directly by the manufacturer.

Offeror's implementation plan and market strategy

Upon award of the Harford County Public Schools/OMNIA Partners contract, HD Supply's Executive Sales leadership team will work closely with the Harford County Public Schools and OMNIA Partners leadership teams to develop training and marketing collateral to ensure our sales team is knowledgeable of the terms, conditions, and benefits of this contract, are fully prepared to actively market the program and are ready to assist with new account set-up, where applicable. Once Participating Agencies are onboarded, HD Supply will work with these end users to better understand their individual needs, ensure we have the right product in-stock, and help develop any strategic programs and initiatives to meet the goals of the Participating Agencies.

HD Supply will also ensure our Customer Care Centers are trained on the Master Agreement between Harford County Public Schools/OMNIA Partners and HD Supply to provide the support required by each Agency, as needed.

Included below is HD Supply's proposed implementation plan detailing specifics from day 1 through an on-going contract.



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Offeror's methodology for making catalog and pricing available

End-users can easily verify pricing of items through access to our online ordering site. Once provided login information to the HD Supply online ordering site, end-users can browse our product offering, verify pricing and place orders utilizing the agreement.

Detailed product information is available for each item, including HD Supply list pricing, the contracted pricing, related products and Safety Data Sheet (SDS) information (if applicable). The HD Supply list pricing will be shown with a strike through, and the discounted pricing will be listed in bold font directly above the list pricing as pictured in the sample image below.



Additionally, end-users can reach out to their local HD Supply Field Account Representative or the HD Supply Customer Care team for price quotes and customized proposals showing the discounted pricing per the contract.

Offeror's methodology for delivering supplies with consistent quality and timeliness

HD Supply will work collaboratively with Harford County Public Schools to ensure we are providing exceptional service and support to all users within the District. This will involve a combination of regular communication with the HCPS team, self-audits of reporting, and scheduled business reviews to remain effective.

One key component to be monitored regularly is fill rates. As addressed in the implementation section of this response, HD Supply will review the product mix being purchased by HCPS to ensure readily available inventory of these products. Once the orders begin, our team will regularly review fill rate reports to ensure we are delivering products in a timely manner.

In addition to fill rate reports, Open Order reports will be assessed by our team frequently. These open order reports will allow us to review the status of a particular order so we can work internally to get products and orders expedited. These open order reports can be provided to Harford County Public Schools at any time.

Also, regular audits will be performed on the purchase history of products to ensure any discontinued items are replaced with equivalent products in accordance with the predetermined pricing from the contract award or that an alternate item is approved by the HCPS team before shipment.

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Offeror's methodology for servicing all schools and facilities within HCPS

HD Supply offers a customized delivery plan for all schools and locations within Harford County Public Schools utilizing our fleet of HD Supply vehicles and delivery drivers. Orders will ship from our Levittown, PA warehouse directly to our cross-dock in Hanover, Maryland and be delivered directly to each location based upon established delivery notes and instructions provided by the HCPS team.

Delivery for stocked items will be made to each Harford County Public Schools location within 24 hours of receipt of order when orders are placed before the cut off time of 3 PM.

Our Levittown, PA warehouse is a Regional Replenishment Center with over 665,000 square feet of space. The warehouse is stocked with a comprehensive offering of both janitorial/custodial items and MRO items to support streamlined and consolidated deliveries of all maintenance needs. While we anticipate having stock on all frequently ordered items agreed upon with HD Supply and HCPS, having a national footprint allows us to ship products via LTL from back-up warehouses, when needed.

Offeror's ability to provide ordering methods and/or punchout capabilities to allow staff to easily place orders via P.O., P. Card, or any other payment options and state the convenience Fee if any for credit card payments, Ideally, the awarded offeror will have the capability of establishing a punchout site with HCPS' Oracle system. Describe available payment terms.

ORDER METHODS

Orders can be placed with HD Supply through many channels including traditional methods and enhanced eProcurement platforms, including our own online ordering site or integration with an enhanced eProcurement platform or punchout like Oracle.

Traditional Ordering

HD Supply has a full customer service staff available to accept orders and answer questions during the hours of 8 AM – 8 PM EST. There is a team of staff members and phone lines dedicated to our OMNIA Partners agreement for customized support.

End-users can reach out to the dedicated Customer Care team via the below channels:

- Phone
- Fax
- Email

Online Ordering

The HD Supply online ordering site can be found at www.HomeDepotPro.com/institutional and offers a comprehensive account management tool. Whether you are using our site to place orders, research new products, review order history, create a custom catalog, or track a shipment, it will become your one-stop resource on the web for managing your janitorial and cleaning product purchases. Below is a listing of some of the many tools available through our online site:

- Order Placement
- Order Tracking
- Order Approval/Workflow
- Safety Data Sheet (SDS) Information (where applicable)
- Custom Catalogs
- Budgeting Tools & Alerts

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- "Favorites List"
- POD Retrieval Usage Reporting
- Customized Offering Options
- Invoice Printing
- Green Reporting

Online ordering is available through our website 24 hours a day to an unlimited number of unique logins for a customer. Once logged into an account, users can easily search our entire HD Supply product offering by product category, as well as view pricing of each item.

In addition, real-time product availability information can be viewed to easily identify the quantity of a particular item currently stocked at a respective distribution center. Detailed product information is available for each item, including list pricing, the contracted pricing for participating agencies, related products and SDS information (if applicable). The HD Supply list pricing will be shown with a strike through, and the discounted pricing will be listed in bold font directly below.

Punchout Capabilities

HD Supply offers enhanced eProcurement solutions for our end-users who utilize customized spend management platforms. With a dedicated eProcurement team, we are able to integrate with more than 50 different purchasing platforms and are able to provide options that include:

- Punchouts
- Hosted Catalogs
- EDI AS2 and CXML connection capabilities

To begin implementing an enhanced eProcurement solution, HD Supply will assign a technical expert who will work closely with the staff at HCPS to discuss eProcurement goals, requirements, and objectives to effectively develop a plan for an integrated solution. Through the testing and go-live process, the dedicated Sales Team will work side-by-side with the eProcurement team to ensure all procurement goals and objectives are achieved through the integration process.

PAYMENT

Unless otherwise stated in a written agreement, payment is due net 30 days from invoice date. HD Supply accepts payment for product at point of sale via check, ACH, or credit card. HD Supply does not accept credit card payments or other fee-bearing payment methods for credit account payments made after the point of sale. Customers shall reimburse HD Supply for any third-party transaction fees incurred to process Customer's payment.

Offeror's availability to provide local sales representation in accordance with the Respondents Requirements.

HD Supply has a strong sales team committed to providing on the ground support for Harford County Public Schools, as well as other Participating Agencies. These team members are backed by a team of sellers and sales support up to the corporate level. This includes an Account Representative who works directly with the Participating Agencies, a Regional Sales Manager who supports the Account Representative, and a team behind the scenes, including our Strategic Account Executive who owns and manages the program at a national level and works directly with Account Representatives to help ensure Participating Agencies are getting the most from this relationship.

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Offeror's customer service plan and availability

HD Supply has three Customer Service Support Centers that can be reached at 1-800-431-3000. Additionally, it has a specialized team within the Customer Service Center, which is dedicated to Government customers and can be reached at 1-877-610-6912. The three Customer Service Support Centers are located in:

- Santee, California
- New Braunfels, Texas
- Jacksonville, Florida

The Contact Center hours of operation are Monday through Friday, 8 am - 8 pm EST. We have a highly technical call routing system that allows for automatic overflow transfers to the next available representative. Calls may be monitored for training purposes, and all Call Center performance is measured daily on critical metrics such as time to answer a call, time spent on each call and the number of dropped calls. By monitoring these metrics closely, we can maintain high service standards and ensure that we have an adequate number of representatives available to assist customers.

In addition to housing our Customer Service teams, our support centers are also home to other department teams such as Credit Services, Account Services, Web Support, Product Support, eBusiness and many others. By having support centers in multiple locations, we can ensure reliable continued service to our customers, without service interruption, in the event of an emergency if one of our locations is affected.

Offeror's procedure when product becomes unavailable or discontinued

Due to new product innovation, manufacturer product updates, or other factors, there may be times where a product is unavailable or discontinued.

If an order is placed online, the system will notify the purchaser at the time of order if the item is out of stock or discontinued. Items that are no longer available or discontinued are clearly notated on our website with a suggested replacement SKU. The purchaser can elect to move forward with the suggested replacement by simply adding the product to the cart and completing the checkout process.

If an end-user is placing an order over the phone with our customer care team, the team will notify the buyer of the replacement SKU and will offer that SKU as an option.

Additionally, our HD Supply Sales Organization receives regular reports about upcoming product updates and product changes so we can proactively introduce a new SKU or replacement item to end-users for review, testing, and approval. The local Field Account Representative can collaborate with end-users to determine the appropriate replacement SKUs or provide alternate SKU suggestions to meet the end-user's needs.

Offeror's return and/or exchange policy

HD Supply accepts returned product in its original packaging up to 90 days from the date of purchase. Products that are not considered defective or damaged must be returned in original packaging and must be returned in good, re-saleable condition or credit may not be granted.

Returns cannot exceed $2,500. A 20% restocking fee may be applied to returns unless items are found to be damaged or defective, or in cases where a shipping error occurred. Original shipping charges will be fully refunded in the event that the return is the result of an error by HD Supply. Exceptions may apply (including Scheduled Delivery and Major Appliance). Items must be returned with all components for a full refund.

Receipt of returned product does not constitute an admission of liability for any claims.

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*Important Note: Some items are nonreturnable, such as:

- Customized orders, such as custom made-to-order and fabricated items
- Extended Inventory items
- Hazardous materials
- Goods shipped outside the continental United States
- Special orders, such as noncatalog items and volume purchases
- Warranty items

Returns can be processed through the HD Supply Customer Care Team or by communicating directly with your dedicated HD Supply Field Account Representative.

Indicate if used, trade-ins, leasing/financing, or other offerings are available, and provide pricing structure for each of these items.

State, County and Local governments face unprecedented equipment demands at a time when revenue shortfalls and budget cutbacks are the norm rather than the exception. HD Supply has extensive experience working with government agencies seeking Municipal Financing program options for their equipment needs.

With two different Leasing Companies that offer municipal financing programs, HD Supply offers Participating Agencies a competitive advantage when seeking finance rates. It's common in the Leasing Industry to "Sell the Payment" which often leads to payments based off a higher List Price, but HD Supply has negotiated with vendors to quote payments based off our already discounted, OMNIA Partners pricing. This results in significantly lower monthly payments.

Other features of the HD Supply Municipal Leasing Program include the following benefits to Participating Agencies:

- Ability to obtain new labor-saving equipment and pay for it as it is being used
- Bridge the gap between the equipment needed now and budget money currently available
- Leases are not considered debt and are not subject to limitations placed on debt
- Municipal lease financing does not require voter approval or time-consuming bond election
- Own equipment for $1 at the end of the lease
- Includes a "Non-Appropriations" clause that allows termination of the lease without penalty. Leases represent a year-to-year commitment on the part of a municipality to make lease payments. If, for some reason, the funds are not approved for a new budget cycle, there is no obligation

HD Supply will make available two competitive links for Participating Agencies to receive up to date current Municipal Rate quotes. A local HD Supply sales professional can assist you in obtaining these quotes for your evaluation.

Example Only: Rates are not current
www.all-linesleasing.com
www.atlanticbusinesscredit.com

Response to Omnia Partners Exhibits: Include a detailed response to Attachment J, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror 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.

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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.

Company

A. Brief history and description of Supplier to include experience providing similar products and services

HD Supply Facilities Maintenance, Ltd. (HD Supply) is a subsidiary of The Home Depot, Inc., with a rich legacy in industrial distribution spanning 50 years. HD Supply brings national scale, local expertise, and dedicated associates (12,000+ strong) to consistently deliver solutions and create value for our customers. We provide maintenance, repair and operations (MRO) products, including a robust offering of national, leading cleaning supplies, equipment and custodial related-product, making HD Supply our customers' most-trusted supply chain partner and one of the largest industrial distributors in North America.

On December 24, 2020, Home Depot acquired HD Supply Holdings, Inc., a Delaware corporation, and its operating subsidiaries, including HD Supply Facilities Maintenance, Ltd. ("Facilities Maintenance"). Since then, Home Depot has combined the Pro business (including the legacy Interline business) into Facilities Maintenance and other HD Supply subsidiaries. Throughout this proposal, this "Pro" business is referred to as HD Supply.

HD Supply has a large customer base, servicing markets including Education, Building Service Contractors, HealthCare Facilities, National Accounts, Government facilities, and many more. HD Supply understands the unique needs of our customer base, and we work hard to create customized solutions to best fit the needs of our specific customers.

For nearly a decade HD Supply has served thousands of participating agencies through our existing Fresno Unified School District/OMNIA Partners contract. Participating Agencies throughout the country rely on HD Supply for consistent and best-in-class support. There are specific Public Agency examples listed through this document, and we can provide additional references upon request.

B. Total number and location of salespersons employed by Supplier

HD Supply has over 400 Outside Field Account Representatives assigned to service end-users along with 10 Inside Sales Representatives who are assigned to service locations in more remote areas of the country. Below is an overview of HD Supply Field Account Representatives and their locations.



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C. Number and location of support centers (if applicable) and location of corporate office

The address for HD Supply's headquarters is:
3400 Cumberland Blvd SE
Atlanta, GA 30339

Our Customer Care Centers are located in:

- Jacksonville, FL
- Santee, CA
- New Braunfels, TX

D. Annual sales for the three previous fiscal years

a. Submit FEIN and Dunn & Bradstreet report.

HD Supply sales are reported as part of earnings for The Home Depot, Inc. Earnings for The Home Depot, Inc. for the past three years have been filed with the US Exchange Commission and can be found at www.SEC.GOV.

HD Supply's Dunn & Bradstreet number is: 17-121-8949.

HD Supply's FEIN is 52-2418852.

E. Green or environmental initiatives or policies

Recognizing the critical need to protect the environment, HD Supply has made efforts to incorporate sustainable practices into our daily operations. Our goal is to foster an environmentally sensitive company culture, while simultaneously offering our customers opportunities to reduce their impact.

With thousands of green products available (including Energy Star, WaterSense and Green Seal), HD Supply can meet the diverse needs of end-users and help achieve sustainability goals and initiatives.

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We strive to reduce our carbon footprint by improving the efficiency of our operations and by investing in sustainability initiatives. A sample of the comprehensive internal sustainability initiatives we have implemented include:

- Electronic invoicing
- Pallet recycling at all distribution centers
- State-of-the-art delivery routing systems saving diesel and reducing delivery emissions by approximately 8%
- Efficient lighting retrofits at 87% of our overall distribution center square footage
- "Reuse Me" Program
- Green Facilities
- Emissions Reductions

HD Supply obtained a LEED (Leadership in Energy and Environmental Design) Silver Certification from the U.S. Green Building Council (USGBC) for our headquarters office in Atlanta, GA. Our corporate office provides reusable mugs to every associate, saving an estimated 800,000 foam cups from landfills every year. Internal plastic bag and battery recycling programs for associates have recycled thousands of plastic bags and hundreds of pounds of batteries since the program launched in 2011.

Additionally, HD Supply completes an annual, comprehensive greenhouse gas inventory to help evaluate and improve our carbon emissions. This exercise helps us identify areas where our carbon intensity can be lowered, reducing our environmental impact and costs.

As a division of The Home Depot, we know that when we invest in running a responsible and sustainable operation, we become more flexible and resilient. By understanding our impact, we can set Company-wide objectives that allow us to contribute to a more sustainable workplace and world. With that in mind, Home Depot has established goals to reduce our operations' impact on the planet and communities. Please see the below link to review our Home Depot Corporate Responsibility Report highlighting our commitment to operating in a responsible and sustainable manner.

https://corporate.homedepot.com/responsibility

F. 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.

Providing opportunities for diverse businesses is part of our commitment to being a good corporate citizen; it is also vital to our business objectives. It is HD Supply's philosophy to provide opportunities for small, minority-owned, women-owned, and other historically disadvantaged businesses to compete in a fair and equal environment to supply the high quality, competitively priced products and services required by our customers. HD Supply understands the value a diverse supplier base has on our business, and we are constantly assessing the market for certified small and diverse vendor partners who offer value-added, quality and innovative products and services that are competitively priced and meet the varied needs of our customers.

Our purchasing structure is aligned with thousands of local markets and market segments. Small and diverse businesses are encouraged to research the needs of HD Supply businesses and make their status known as part of sales presentations to local purchasing contacts. As a distributor, we are driven by the need to provide our customers with the high quality, competitively priced, innovative products they demand.

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We look for opportunities to do so by awarding business to suppliers with certified small business and diversity status. We provide these businesses the maximum practical opportunity to participate in our sourcing process, while maintaining all our standard vendor and product selection criteria that allow us to fulfill our customers' requirements.

HD Supply can provide a sales report reflecting purchases that have been made from suppliers that are part of our diversity program as requested. We monitor our purchasing activity with the following diversity classifications: Disadvantaged Business Enterprise, Hub-Zone Business, Minority-Owned Business (African American, Asian-Pacific Island, Hispanic, Indian Subcontinent, Native American, Alaska Native), Minority Business Enterprise, SBA 8(a) Business, Small Business (Hub-Zone small, Service-Disabled Veteran small, Veteran Owned small, Women-Owned small, all other small), Small Disadvantaged Business, Veteran-Owned Business (Disabled Veteran, Service-Disabled Veteran, Vietnam Veteran, other Veteran), and Women-Owned Business.

We encourage participation in local, regional and national diversity trade fairs, seminars, and other networking opportunities where we can expand opportunities to make our needs known and learn about the capabilities that diverse suppliers can bring. HD Supply is a National Corporate Member of the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC) and uses the resources of those organizations to help us locate high-quality certified diverse vendor partners. We also strive to create a culture of diversity and inclusion which starts with making sure every associate feels part of the HD Supply family. We offer resources to promote individual and collective growth and help all associates achieve their ultimate potential. HD Supply also partners with organizations including Hiring Our Heroes, Young Women's Club of America, and Association of Latino Professionals for America to help strengthen diversity within our talent pipeline.

G. Supplier Certifications - 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

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If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

HD Supply values our relationships with diverse businesses and greatly appreciates their ability to offer quality products, services, and innovation to our customers. To further foster and build even stronger relationships with certified Minority-Owned, Women-Owned and other historically disadvantaged and small businesses across the country, we specifically developed our supplier diversity program as HD Supply does not typically qualify for certifications in the above programs due to the size and nature of our organization.

H. Relationships with Subcontractors - 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

HD Supply may, from time to time, use subcontractors or affiliates for installation projects as part of our relationship with Harford County Public Schools and other Participating Agencies.

I. How supplier differentiates itself from its competitors

HD Supply is committed to uninterrupted access to the supplies, people, and tools you rely on. Our unmatched combination of expertise, convenience, products, programs, and technology allow us to deliver smart solutions that advance the performance of our customers' facilities, while enhancing the health, safety, and perception of your facility.

HD Supply is uniquely positioned to support end-users and their unique needs. With almost 50 years of experience serving State, County and Local governments, K-12 education and Higher Education, our dedicated sales team, and a national network of 60 distribution centers specifically for cleaning supplies, equipment and custodial related products, we provide national reach with a local focus to give unmatched convenience and product availability.

Facility Maintenance Experts & Support

HD Supply connects a Field Account Representative or Inside Sales Professional with every end-user. These facility maintenance experts are available to assist with product selection, order assistance, product training, and more. Additional support is provided through our experienced Customer Care team and Product Support team to ensure end-users have support throughout the entire ordering process and beyond.

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More Products

HD Supply offers the industry's broadest selection of cleaning supplies, equipment and custodial related products to meet the diverse and unique needs of various end-users. In addition to our wide selection of national brand products across all product categories, we also offer a comprehensive line of products under our own exclusive brand bringing additional value and options. Additionally, we can help locate hard-to-find items through our Special Order process. With thousands of suppliers at our fingertips, we have access to hundreds of thousands of products including those hard-to-find items or even custom and/or logo items.

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Advanced eCommerce

HD Supply offers state-of-the-art e-commerce capabilities to our end-users – www.HomeDepotPro.com/institutional

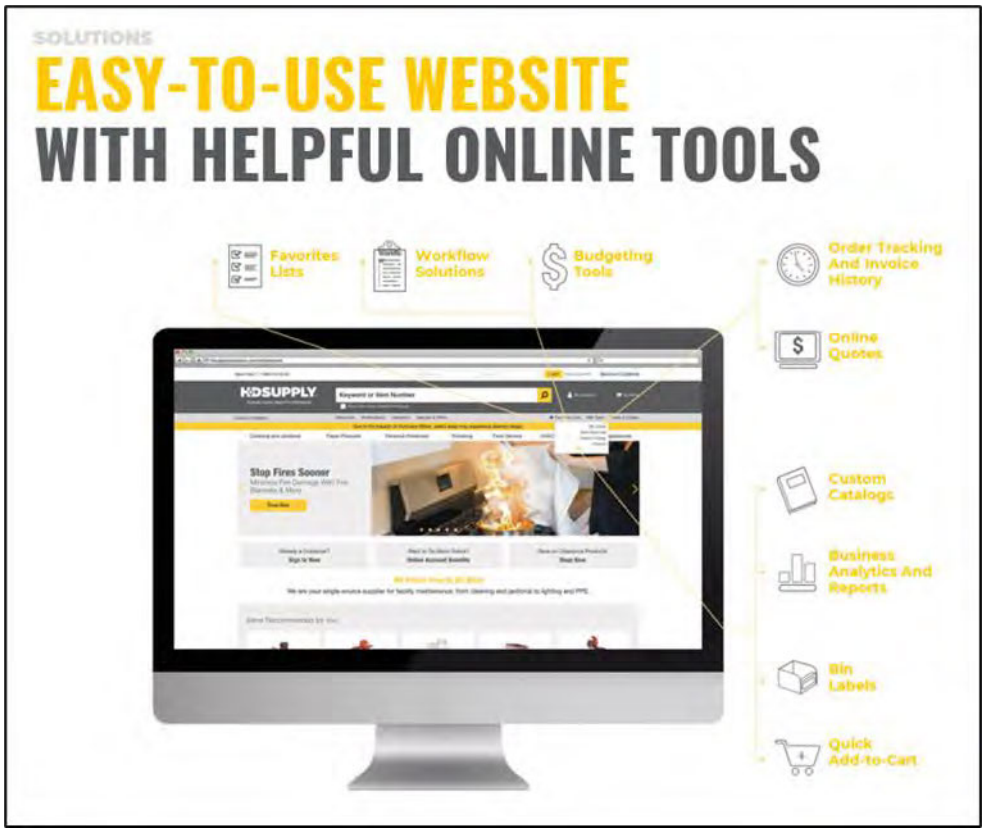
We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology solutions to fit their needs. We can quickly provide a solution because we have architected our web platform to be scalable and flexible to manage the procurement process to meet customers' unique requirements. We can implement e-commerce solutions through:

- Online Ordering Website and mobile app
- ePro integrations with the industry's leading spend management platforms – both Punchout and Hosted catalog options
- EDI integrations

Through our online ordering site, end-users can implement time-saving tools and resources to help streamline processes.

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Services and Business Tools

HD Supply offers a proprietary total cost management solution designed to assist facilities in becoming more efficient, cleaner, healthier, and greener through a customized program of training and building assessment tools.

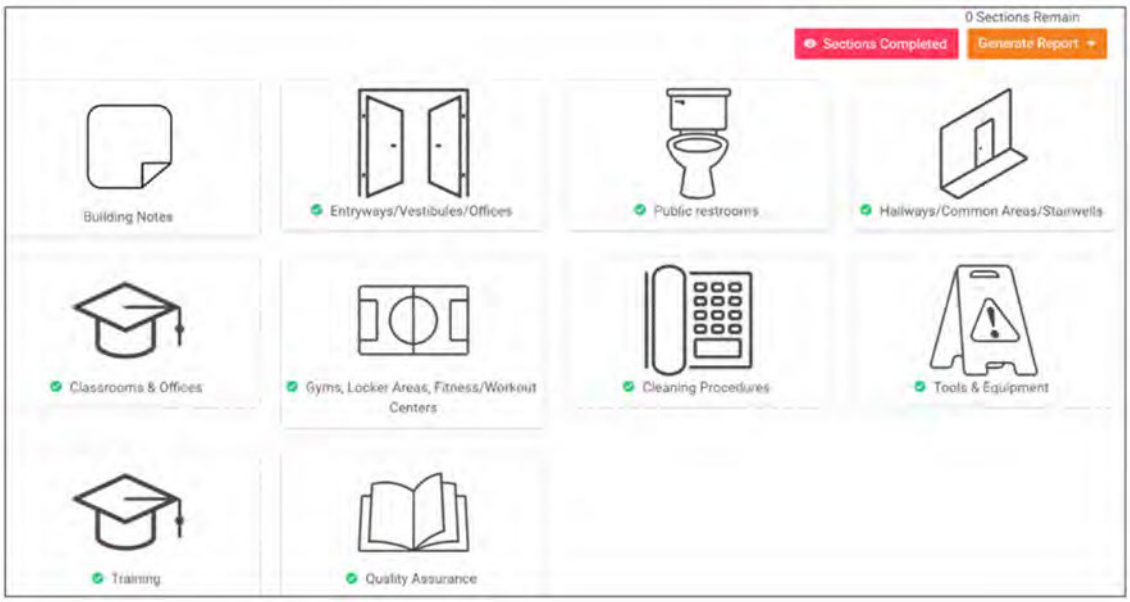
Since every facility is unique, our benchmark evaluation step is critical in determining a customized solution. We can perform a comprehensive facility assessment to compile necessary information related to all areas of a facility. From the front door to the back door, our Building Assessment Tool can help review the current products, procedures, and processes to identify areas for improvement and cost savings. After thoroughly reviewing buildings, the Building Assessment Tool, partnered with our various training programs, allows us to create customized solutions to help streamline processes and procedures.

Below are the details surrounding our web-based Services & Business tools that can be implemented. End-users can implement all of these solutions or one portion based upon overall goals and objectives.

- **Building Assessment App**
  The primary purpose of the app is to assess and monitor key components to improve operational effectiveness within a building. The Building Assessment App can be used as an audit tool to determine the areas that need to be addressed and improved. Through this tool, end-users can see overall reporting of each building to determine ways to create consolidation and consistency.

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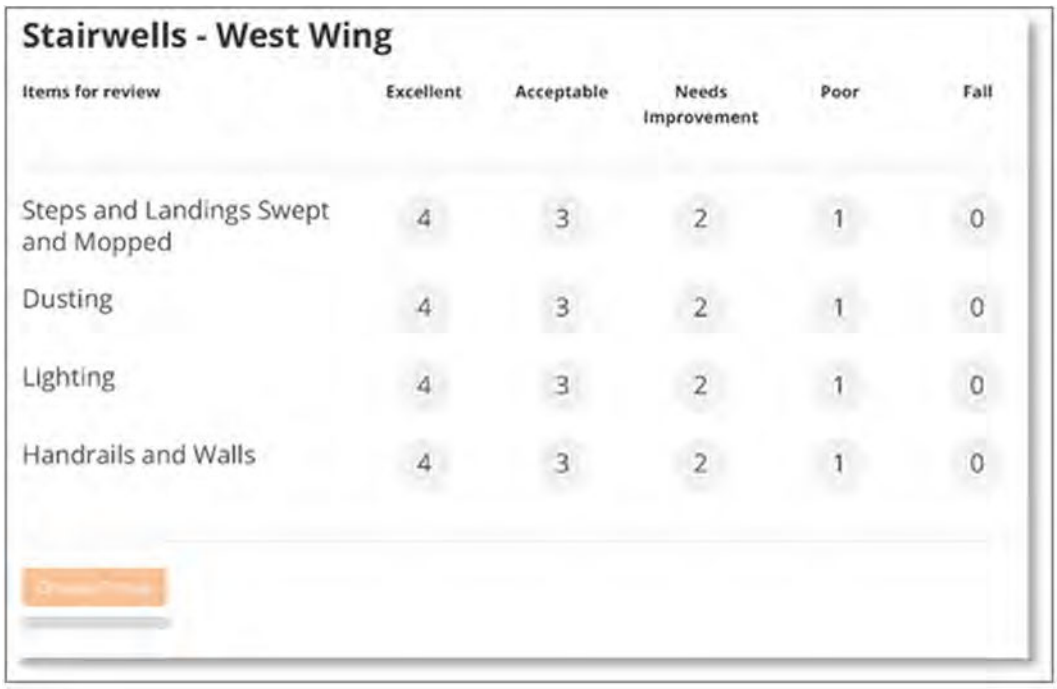
- **Management Reports**
  Establishing a baseline at the start of our engagement, and then monitoring and reporting the key metrics, allows us to measure the impact of our recommendations over time. The Management Report will include data from our Building Assessment App.



- **Cleaning Inspection App**
  The app provides a thorough inspection tool that can be used for an entire building or specific sections to verify the cleanliness of a building. Building scores are based on the call outs and specific topics being inspected. Scores are recorded online and can be used to track progress in a building or of a specific worker.

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Stairwells - West Wing

Items for review	Excellent	Acceptable	Needs Improvement	Poor	Fail
Steps and Landings Swept and Mopped	4	3	2	1	0
Dusting	4	3	2	1	0
Lighting	4	3	2	1	0
Handrails and Walls	4	3	2	1	0

- **Web Based Staff Training and Development**
  Our video portal offers more than 100 online training modules from industry-leading suppliers to ensure your staff is trained on the latest techniques for more effective and efficient cleaning.

- **On-Site Staff Training and Development**
  To support the ongoing professional development of cleaning and maintenance personnel, HD Supply offers on-site customized staff training by our facility-maintenance experts and top suppliers. All training is tailored to meet unique product, operational and sustainability needs and established goals.

Inventory Management Solutions (My Inventory Solutions)

HD Supply offers a suite of fully customizable tools to optimize the management of inventory for organizations through our My Inventory Solutions program. These solutions are designed to help improve inventory visibility for end-users, reduce product shrinkage, increase productivity and reduce carrying costs through an Organize, Manage, and Replenish model. Each component can be customized to fit specific operational needs and goals. Our HD Supply team can work closely with end-users to develop and implement individual components of the My Inventory Solutions programs.

- **Bin Labels** – Through our online Bin Label tool, end users can organize products by implementing Bin Labels and establishing min/max levels for each product. Each color-coded label includes the product's part number, description, image, and barcode for quick and intuitive identification.

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- **Technology Solutions –** By incorporating the Bin Labels and a mobile application, end users can manage their min/max levels and view real time stock levels with suggested replenishment.

- **Organized Shop –** In addition to the Bin Labels and technology solutions, the HD Supply My Inventory Solutions team can assist with custom shop designs to maximize space and inventory needs.

- **OnSite Services –** HD Supply can offer a comprehensive HD Supply managed solutions with installation of infrastructure and a dedicated full-time associate. Spend requirements are required for this solution.

See below for an overview of the services detailed/offered.

What's Included In Our Offerings	Bins & Labels	Technology Solutions	Organized Shop	Onsite Service
Organize your parts for free	✓	✓	✓	✓
Find parts faster & work more efficiently	✓	✓	✓	✓
Mobile application		✓	✓	✓
Always on, real time visibility to stock levels		✓	✓	✓
Manage all supplies via Min/Max		✓	✓	✓
Suggested replenishment		✓	✓	✓
Custom shop designs built around your space and inventory needs			✓	✓
Comprehensive, HD Supply managed solution				✓
Dedicated full-time associate				✓
Infrastructure installation				✓
Performance analytics				✓

Customer Reporting

HD Supply offers many different types of reporting to help our customers manage their purchases and procurement processes. Through our online site, HD Supply offers three different types of reports that can be accessed by any user within the District to obtain more information on purchase history.

- **Usage Reports** – The Usage Report will provide detailed information regarding items that have been purchased by an account during a selected date range. This report can be downloaded to Excel for easy filtering and sorting. The report includes several levels of detail including ship to information, item number, description, quantity, unit price, extended price, total spend, invoice number, invoice date, order date, order number and product category.

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- **Green Reports** – This report is similar in nature to the Usage Report but also includes qualifying green products as a percentage of total purchases or total spend on sustainable products. This report breaks down the green details into the various categories, such as Green Seal Certified, EcoLogo, Recycled Content, etc.

- **My Top Products** – This report is a quick snapshot of products most frequently purchased by your location in the last 12 months. Customers often use this report to develop Favorites Lists, Custom Catalogs or build a cart.

In addition, to the above-mentioned reporting tools, HD Supply can customize reports for the Participating Agencies as needed. We can even schedule automatic delivery of reporting to be sent to users at a specific time each month.

Extra Convenience

Quick Delivery
HD Supply provides the convenience of delivery of thousands of cleaning supplies, equipment and custodial-related products directly to your locations from our vast distribution network.

Invoicing
From electronic invoicing to summary invoicing options, HD Supply offers various invoice options for end-users to view and reconcile invoices for easy budget and spend visibility. Your dedicated Field Account Representative will work closely with our Special Billing Team to create the invoicing option and frequency to meet your needs. This also includes customized Purchase History Reports that can be provided in addition to standard invoicing.

J. Present or past litigation, bankruptcy or reorganization involving supplier.

HD Supply is involved in litigation matters from time to time in the ordinary course of business. Any publicly available information is located on the Securities and Exchange Commission website located at: http://www.sec.gov/edgar/searchedgar/webusers.htm

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.

HD Supply is owned by a publicly held corporation, and this reporting requirement is not applicable.

L. Debarment or suspension actions taken against supplier

The company is involved in litigation matters from time to time in the ordinary course of business. Any publicly available information is located on the Securities and Exchange Commission website located at: http://www.sec.gov/edgar/searchedgar/webusers.htm

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Distribution, Logistics

A. Full line of products and services offered by Supplier - 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.

HD Supply has 50 years of experience supporting our customers in cleaning supplies, equipment and custodial-related products. With 12,000 Associates, 3,000 suppliers, 60 locations dedicated to these products, and an expansive offering of over 100,000 curated, high-quality, name-brand and proprietary products, HD Supply is the leader in the cleaning supplies, equipment and custodial-related product industry.

Our commitment to promoting a cleaner, healthier and more productive environment in our customers' facilities begins with product selection. We stock thousands of products from popular national brands that offer reliability and performance. In addition to our wide array of national brands, our HD Supply exclusive brand products provide exceptional value on the industry's leading products with best-in-class manufacturer relationships that deliver high-quality exclusive brand product lines, designed to stretch budgets, reduce labor costs, enhance the health, safety and sustainability of facilities.

Through our broad selection of products and manufacturer relationships, we offer a full spectrum of janitorial and custodial items ranging from:

- Can Liners & Trash Bags
- Chemicals
- Cleaning Tools & Supplies
- Dispensers & Restroom Equipment
- Equipment & Equipment Parts
- Floor Matting
- Miscellaneous Cleaning Supplies
- Odor Control
- Paper Products
- Personal Protection
- Skin Care
- Waste Containment & Disposal
- Much More!

In addition to the SKUs stocked in our warehouses, our team can help source those hard-to-find items, custom items, or logo items. With our vast network of supplier partners, our special-order team can help locate items to meet the diverse needs of Participating Agencies.

HD Supply offers a wide variety of renovations and installation services in specific markets. Through this contract, HD Supply would offer dispenser installation and restroom upgrades.

As a strategic supplier of janitorial and custodial equipment, HD Supply also offers equipment repair and preventive maintenance services. We have over 60 HD Supply Repair Technicians throughout the US and strategic partnerships with trusted service providers nationwide. HD Supply can offer reliable service and maintenance in the below equipment repair categories:

- Professional On-Site Service & Repair for all types of cleaning equipment
- Warranty repairs for most major manufacturers

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- Planned Maintenance Programs
- Easy access to Original Equipment Manufacturer (OEM) and aftermarket parts
- Quick online access to maintenance and repair history by serial number
- One contact for all repairs nationwide with consolidated billing through your HD Supply Account

*An additional agreement may be required to begin implementing a service or planned maintenance program through HD Supply.

Additionally, HD Supply offers products in the following categories: MRO, Plumbing, HVAC, Electrical, Lighting, Appliances, Kitchen & Bath Cabinets, Floor & Window Coverings, Hardware, Tools, Material Handling, Safety & Signage, Paint & Sundries, Ground Improvement, and Pool Supplies.

B. Supplier distribution capabilities - 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

HD Supply is one of the nation's largest distributors of janitorial, custodial, and MRO supplies. We own both our distribution facilities and trucks and deploy and train our drivers. They are considered a vital component of our customer value proposition.

With these significant assets, we typically provide delivery, on stocked items, throughout the continental U.S. within 24 - 48 hours upon receipt of orders. Depending upon the distribution site and our customers' specific location, we may utilize UPS or an LTL (less than truckload) carrier for those agencies outside our normal delivery area or for remote customer locations. Please refer to question E below for additional details outlining the locations and details of our distribution centers.

All Participating Agencies will receive freight-free shipping within the 48 contiguous United States and Washington, D.C. for in-stock and catalog products that are not factory direct or extended inventory, as defined in the HD Supply catalog or online.

Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.

C. Assurance of Master Agreement Pricing and Compliance - 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

HD Supply has a strong national presence that allows us to employ a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process… order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

HD Supply will ensure that Master Agreement Pricing is extended to Participating Agencies through customer specific coding within our operating system. This coding ties the Master Agreement pricing and Terms & Conditions to the customer. Whether an order is placed through our online ordering platform, over the phone or via email, the discounted pricing will be linked to the account through the coding.

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Additionally, we will perform regular audits to ensure the discounted pricing is in accordance with the Master Agreement Product Category Discounts.

Participating Agencies can easily verify and audit pricing of items through access to our online ordering site. Once enrolled in the contract and provided access to the HD Supply online ordering site, end-users can browse our product offering, verify pricing and place orders utilizing the agreement.

Detailed product information is available for each item, including HD Supply list pricing, the contracted pricing for Participating Agencies, related products and SDS information (if applicable). The HD Supply list pricing will be shown with a strike through, and the discounted pricing will be listed in bold font directly above the list pricing as pictured in the sample image below.



D. Companies that may support provided service - Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user

HD Supply has a fleet of 2,000 HD Supply branded vehicles. HD Supply may use third-party LTL carriers for remote areas and occasional larger orders. Likewise, if orders are drop-shipped directly from a manufacturer to an end-user, third party carriers will deliver the product.

E. Supplier Facilities

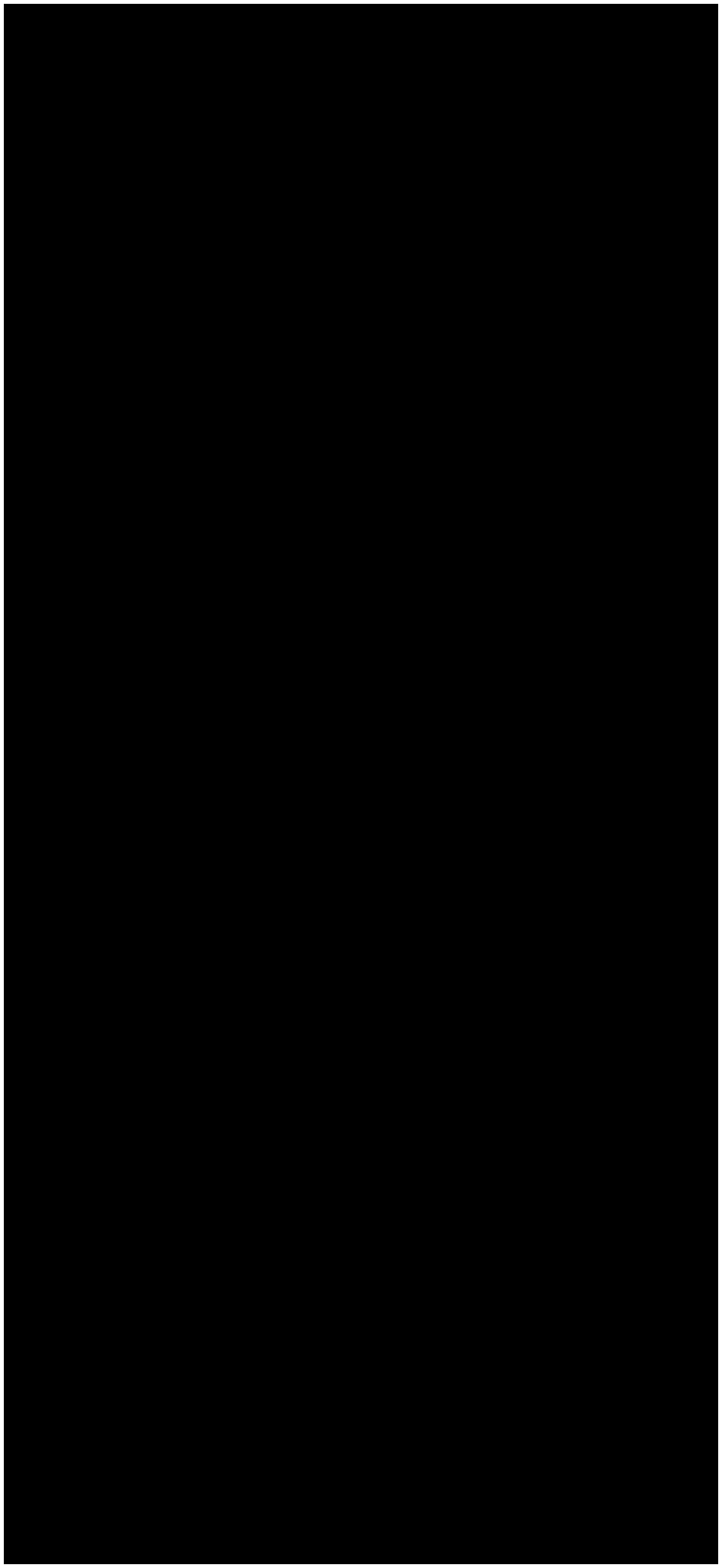
Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

HD Supply is one of the nation's largest distributors of janitorial, custodial and MRO supplies. We have over 180 geographically dispersed distribution points across the nation, 60 of which are dedicated to meeting the specific janitorial and custodial needs of this RFP. These dedicated distribution facilities are listed below:

[redacted]

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As a distributor, HD Supply does not operate retail locations.

Marketing and Sales

A. Portions of Response that should not be included on website - Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

HD Supply understands the public nature of the solicitation and overall contract and will make pricing information easily accessible for Public Agencies.

On the OMNIA Partners website, HD Supply will include the Product Category Discount Sheet as part of our contract documentation along with information on how to access the discounted unit pricing through our online ordering site with an established login. Our Sales team will be able to assist Public Agencies with how to access pricing on individual SKUs through our online ordering site or can work on specific price quotes for end-users to verify pricing is consistent with the Product Category Discounts awarded through the contract.

Due to the potential for new SKUs, part number changes, product innovation and other catalog updates, HD Supply will not include the electronic copy of our price catalog on the OMNIA Partners website.

B. 90-Day Plan for Executive Leadership and Training - 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:

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i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 day

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

HD Supply will, at a minimum, implement the below Ninety-Day Plan to expeditiously publicize and promote the availability of the Master Agreement's products and services as a competitive offering to Public Agencies and such agencies' employees.



C. 90-Day Plan for Program Rollout - 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. 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

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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

HD Supply will, at a minimum, implement the below Ninety-Day Plan to expeditiously publicize and promote the availability of the Master Agreement's products and services as a competitive offering to Public Agencies and such agencies' employees.

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D. Transition of Customer Accounts - 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.

HD Supply will comply with the terms outlined in the finalized OMNIA Partners Administration Agreement. The leadership team referenced in this proposal values the successful foundation of this relationship and recognizes that continuing to champion the Master Agreement within our sales organization will provide benefit to both participating agencies and the supplier.

HD Supply has awards with other national cooperatives, including NASPO and GovMVMT.

Upon award, HD Supply will continue to actively promote the OMNIA Partners agreement as a strategic and competitive agreement for Public Agencies to utilize. Upon a request from an existing customer, HD Supply will transition the customer to the Master Agreement referenced herein.

E. Use of Logos - 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.

HD Supply understands and will meet this requirement. HD Supply will need to ensure OMNIA Partners' reproduction of HD Supply's logo meets our brand guidelines.

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F. Supplier's Proactive Sales Efforts - 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

HD Supply will comply with the terms outlined in the finalized OMNIA Partners Administration Agreement and represents that the not-to-exceed pricing provided under the Master Agreement pricing is competitive with any other pricing options HD Supply offers to Public Agencies nationwide. HD Supply's pricing shall be evaluated on an aggregate basis considering applicable market conditions.

HD Supply agrees that our sales initiatives will communicate that:

- the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- there is no cost to participate
- the program is non-exclusive

G. Training of National Salesforce - 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

HD Supply understands and will meet this requirement. We understand and commit to training the HD Supply salesforce on how to present the OMNIA Partners Master Agreement to agencies. Upon award, the HD Supply leadership team will work closely with the OMNIA Partners Sales Enablement team to customize training efforts.

The leadership team outlined in the proposal will work diligently to ensure the entire sales team – both Field Account Representatives and Inside Sales Reps - are trained on the benefits of the contract, beyond just offering competitive pricing to participating agencies.

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An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally with key highlights of the solicitation process and award.

H. Supplier Main Points of Contact - Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. **Executive Support**
Bruce Reifsteck
Bruce.Reifsteck@hdsupply.com
Phone – 267.981.1066

ii. **Marketing**
Evangelina Davis – Senior Marketing Specialist
Evangelina.Davis@HDSupply.com
Phone - 904.293.3892

iii. **Sales**
Bruce Reifsteck- VP Govt Housing and Strategic Accounts
Bruce.Reifsteck@HDSupply.com
Phone – 267.981.1066

iv. **Sales Support**
Becky Newell – National Sales Manager
Rebecca.Newell@HDSupply.com
Phone - 856.425.5286

v. **Financial Reporting**
Becky Newell – National Sales Manager
Rebecca.Newell@HDSupply.com
Phone – 856.425.5286

vi. **Accounts Payable**
Jacentra McClinton – Accounting Manager
Jacentra.McClinton@HDSupply.com
Phone – 770.852.9191

vii. **Contracts**
Contract Documentation
Achal Patel – Bid Contract Manager
Achal.Patel@HDSupply.com
Phone – 470.586.6340
Contract Management
Becky Newell – National Sales Manager
Rebecca.Newell@HDSupply.com
Phone – 856.425.5286

I. Supplier's national salesforce - 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.

The HD Supply Sales Team is led at the Executive level by Sami Nassar as Chief Commercial Officer and Sheila Schnellenberger as Chief Sales Officer.

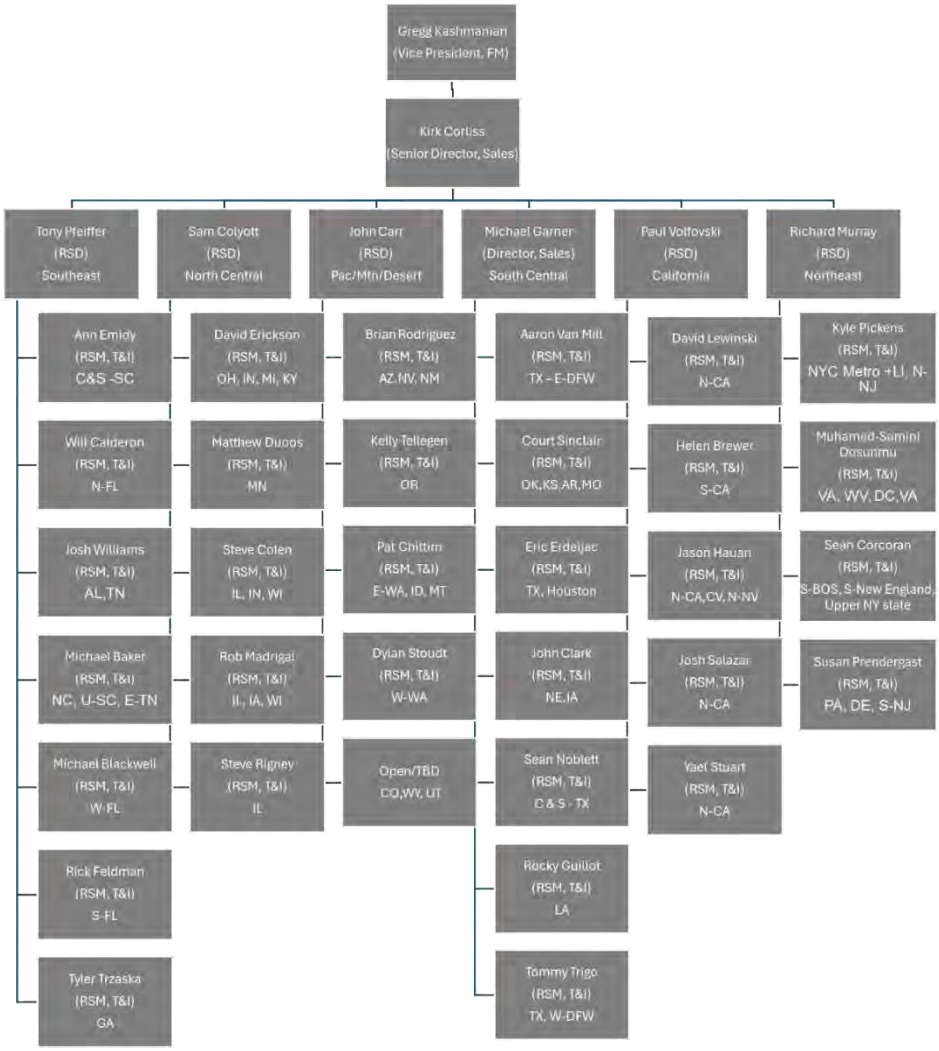
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Bruce Reifsteck is the Vice President of Strategic Accounts, with Becky Newell supporting as the National Sales Manager dedicated to managing the current OMNIA Partners relationship and working closely with all HD Supply Field Account Representatives nationally.

Gregg Kashmanian, Vice President - HD Supply and Kirk Corliss – Senior Sales Director – HD Supply work closely with Bruce and Becky on the overall OMNIA Partners initiatives and strategy of the current OMNIA Partners agreements.

[redacted] across the country servicing the HD Supply customer base with a large focus on Public Sector Agencies through our current OMNIA Partners agreements. These Field Account Representatives are split into regions being led by Regional Sales Managers and six Regional Sales Directors detailed in the below organizational chart, with support from Becky Newell and the HD Supply Strategic Account Team.



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I. Partnership between Supplier Sales team and OMNIA Partners team - Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

HD Supply is committed to working in tandem with OMNIA Partners to promote the Harford County Public Schools/OMNIA program as a strategic contract that delivers superior value and savings for Participating Agencies nationwide.

HD Supply will work in conjunction with the OMNIA Partners sales team to promote the Harford County Public Schools/OMNIA program to Agencies through initiatives that may include:

- Individual sales calls with Agencies
- Collaboration with the OMNIA Regional Managers to target specific agencies
  - Existing accounts with possible contract expansion
  - New Agencies and introduction of contract
- Communications/customer service calls and training
- Joint training sessions for Participating Agencies with Contract Overview and Product innovation
- Regional training sessions for the HD Supply Sales Teams
- Training sessions for the OMNIA inside sales team

The HD Supply marketing team will work in conjunction with the OMNIA Partners marketing team to promote the Master Agreement through channels that may include:

- Marketing collateral (print, electronic, email, presentations)
- Website Updates
  - Microsite on OMNIA Partners website
  - Resources on HD Supply Website
- Regular attendance at strategic trade shows/conferences/meetings
- Social Media

J. Overall national program management - 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.

HD Supply commits to actively market the Master Agreement to Participating Agencies and its salesforce will be trained, engaged, and committed to offering the Master Agreement to Participating Agencies. The HD Supply approach to supporting a contract of this size and significance will span across multiple departments of our organization to ensure focus and the seamless execution and ongoing management of the Harford County Public Schools/ OMNIA Partners contract. These groups include:

- **Marketing:** HD Supply commits to regular meetings and reviews with the OMNIA Partners Marketing Team to discuss opportunities to promote the contract nationally. Additionally, HD Supply will leverage existing relationships with customers to complete customer case studies and white papers outlining the benefits of the contract.

- **Sales:** Upon award, the HD Supply Strategic Account Team will be responsible for the successful implementation of the Harford County Public Schools contract. This dedicated team will work closely with HD Supply local Field Account Representatives, as well as our Inside Sales Representatives, ensuring all teams are

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properly trained to service Agencies participating in the Harford County Public Schools/OMNIA Master Agreement.

Training includes webinars highlighting the details of the program and how to position the contract offering to Agencies. Sales team training will be a continuous process, commencing with contract implementation and continuing through the term of the contract, including any renewals and extensions.

- **Merchandising:** The HD Supply Merchandising Team will work closely with the sales team to introduce new products and innovative solutions into the offering. This also includes updating the team on sustainable and green solutions that can be highlighted to Participating Agencies.

- **Dedicated Customer Care Team:** HD Supply offers a dedicated Customer Care phone number for Participating Agencies to use for inquiries. This group is trained on the details of the OMNIA Partners contract and has regular communication and training. Participating Agencies can use this phone number for assistance with account set up, order inquiries, online ordering set up, and much more.

K. Supplier's Fiscal Year Public Agency Sales - 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.

HD Supply provides a sample of our Public Agency customers below. Due to the nature of the relationship fostered between HD Supply and our customers, we promise to be great custodians of their records and information. This limits our ability to provide any further information in this response. However, if further information is needed from Harford County Public Schools or OMNIA Partners, HD Supply would be happy to discuss, upon request.

The following information has been marked CONFIDENTIAL by HD Supply.



----------END of CONFIDENTIAL Section----------

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L. Supplier's information system capabilities - 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.

To support our customers, HD Supply operates support centers throughout the U.S with over 130 experienced customer care representatives trained on all product categories and product offerings. This virtual call center model provides advanced routing, staffing, and reporting with enhanced communication capabilities including online chat, and instant messaging.

Orders are accepted in a variety of formats: customer service placing orders via our order entry system, special orders, fax, email, website ecommerce, EDI, and punchout cXML web services. Each method of entry utilizes one common set of validation rules contained in our ordering and inventory management platform. This ensures that inventory availability and customer specific pricing are consistent regardless of how the order is placed by the customer.

Inventory Control

Product Managers are responsible for the lifecycle of the product, including bringing innovative products to our customers. We utilize a best-of-breed replenishment software solution to manage customer demand by location to ensure high fill rates are met. HD Supply utilizes state-of-the-art supply chain management software for inventory visibility coming into and moving across our network. Supported by our Product Managers, we can manage fill rates and ensure product is on hand for customers when needed.

Delivery

HD Supply delivers packages to our customers using our private fleet, parcel, and LTL services. Our fleet of local delivery trucks is outfitted with proof of delivery devices with the ability to track a package from shipping to delivery. We track various delivery milestones that are communicated back to our warehouse management system. This capability allows us to report delivery status to the customer as needed through our customer service team. We track when packages are placed on a truck for shipment and when packages are delivered. We obtain an electronic customer signature as well as identify any discrepancies in the number of packages delivered versus shipped. This process also monitors returns. Customers can view proof of delivery on our ecommerce website and on a punch-out.

Payment

HD Supply offers Invoice Gateway, a free, secure electronic invoice system. Once enrolled, end-users can view, sort, and download invoices and statements with proof of delivery from the last 24 months.

Users can link accounts, make payments online via electronic check, schedule future payments, and view open balances for quick and easy payment.

M. Supplier contract sales guarantee - 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

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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.

HD Supply considers sales goals for this or any contract as confidential. HD Supply will partner with OMNIA Partners to market an agreement resulting from this bid to eligible agencies.

N. Solicitations of Public Agencies - 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.

It is HD Supply's intention to encourage customers to participate in the OMNIA Partners Master Agreement. However, if HD Supply responds to a Public Agency solicitation and is awarded the contract, the sales would not be reported as sales under the Master Agreement.

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Volume I: Technical Proposal

Tab 4 – References

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Volume 1, Tab 4 – References

The following information has been marked CONFIDENTIAL by HD Supply.

[redacted]

----------END of CONFIDENTIAL Section----------

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Volume I: Technical Proposal

Tab 5 – Exceptions to Draft Contract

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Volume 1, Tab 5 – Exceptions to Draft Contract

Upon notification from a Participating Agency of its intent to utilize a contract resulting from an award by Harford County Public Schools, HD Supply will request the agency complete the below DRAFT Letter of Participation prior to HD Supply's alignment of the Participating Agency to the Contract. In cases where the Participating Agency requests 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, HD Supply will work to negotiate a separate agreement with the agency in lieu of the below Letter of Participation.

LETTER OF PARTICIPATION

DRAFT

DATE: [_____]

GROUP PURCHASING ORGANIZATION: OMNIA PARTNERS, PUBLIC SECTOR, INC.

CONTRACT DESCRIPTION: Cooperative Purchasing Program administered by OMNIA PARTNERS, PUBLIC SECTOR, INC. relating to Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.

SUPPLIER: HD SUPPLY FACILITIES MAINTENANCE, LTD.

Effective as of the date set forth above, the undersigned member ("Member") of the above-referenced group purchasing organization ("GPO") hereby affirms active membership in the GPO and authorizes its properties to purchase goods and services from the above-referenced Supplier according to the terms of the above-described Contract by and between Supplier and GPO (the "Contract"), whereby Supplier has agreed to provide certain Products to members of the GPO on the terms set forth in the Contract. All purchases of such Products by the undersigned member shall be under the Contract.

This Election will be effective on the date noted above and will run coterminous with the Contract, including any extensions thereof, until such time as Supplier receives written revocation from Member.

The Member agrees that this Election Notice contains the entire agreement of the Member with respect to the specific matters set forth herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, with respect to said specific matters. The Contract shall exclusively govern the purchases of Products by Participating Members that occur during the Term. Without limiting the foregoing, the Member agrees that this Election Notice replaces and supersedes any existing agreement that pertains to the purchases of products and services comparable to the Products and that any purchases of products and/or services comparable to the Products after the Effective Date shall be under the Contract and not under any such existing agreement. Capitalized terms used but not defined herein shall have the meanings specified in the Contract.

MEMBER:

[_____]

By:
Name:
Title:

Upon signature, please send a copy by Email to HD Supply:
Attn: _____

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HD Supply provides the below Exceptions Document noting those areas within the RFP and related documents where HD Supply proposes exceptions to be discussed with HCPS and/or OMNIA Partners if awarded this bid.

December 5, 2024

Harford County Public Schools
Request for Proposal, **RFP No. 25-JH-011**
CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

Under the context of a Request for Proposal from Harford County Public Schools **(RFP No. 25-JH-011)** for CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS, HD Supply Facilities Maintenance, Ltd. ("HDSFM") understands it cannot modify the RFP documents and provided agreement. We request the following exceptions for HD Supply Facilities Maintenance, Ltd. to be discussed if awarded the contract.

To avoid any confusion in our request, this document is formatted to show that (for the section referenced in the left column) anything in [brackets] under "HCPS request" has been removed by HD Supply, and anything that is underlined under "HDSFM exception" has been added by HD Supply to the referred section in the left column. Simply, the language under "HCPS request" in all sections referred to in the left column is what Harford County Public Schools provided in the RFP, and the language under "HDSFM exception" in all sections referred to in the left column is the change that HD Supply would like to make to that section.

Document	Exception Request
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.1 Correction of Errors, Defects, and Omissions	**HCPS request:** [T]he Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in [the] services [required under this agreement] [without undue delays and without cost to HCPS.] [The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of responsibility.] **HDSFM exception:** With respect to products provided under this agreement, the Awarded Offeror shall remedy any short or damaged shipment if, within three (3) business days after receipt of the short or damaged shipment, HCPS gives Awarded Offeror written notice fully describing the alleged shortage or damage. For any equipment diagnostic and/or repair services and any equipment planned maintenance services offered hereunder, the Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in connection with such services in accordance with the applicable equipment service agreement.

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GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.2 Set-Off	**HCPS request:** HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror [to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror]. **HDSFM exception:** HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or actual and damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.1	**HCPS request:** If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination **HDSFM exception:** If, after written notice and a thirty (30) day cure period, the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any material provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.2	**HCPS request:** All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach. **HDSFM exception:** All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, and upon payment for such supplies and services, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of actual and direct damages caused by Awarded Offeror's breach.

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GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.3	**HCPS request:** If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages. **HDSFM exception:** If the actual and direct damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect such damages.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience	**HCPS request:** [HCPS] may terminate all or part of [the work required under] this contract for [the] convenience [of HCPS] with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination. **HDSFM exception:** Either party may terminate all or part of this contract for its convenience with a thirty (30) day prior written notification to the other party. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination. Any products received by HCPS after the date of termination shall be promptly returned at HCPS's cost and risk.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience: 1.4.1 Termination for Non-Appropriation	**HCPS request:** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination. **HDSFM exception:** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Written notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5	**HCPS request:** Take [immediate] action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

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Obligations of Supplier upon Termination; 1.5.1	**HDSFM exception:** Take prompt action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5 Obligations of Supplier upon Termination; 1.5.3	**HCPS request: [**Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.] **HDSFM exception:** Intentionally Omitted
GENERAL TERMS AND CONDITIONS, 4.0 NON-DISRIMINATION: 4.4	**HCPS request: [**The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.] **HDSFM exception:** Intentionally Omitted
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS	**HCPS request: [NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS]** **HDSFM exception:** Intentionally Omitted
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.1	**HCPS request: [**No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.] **HDSFM exception:** Intentionally Omitted
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.2	**HCPS request: [**No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.] **HDSFM exception:** Intentionally Omitted
GENERAL TERMS AND CONDITIONS, 8.0 RETENSTION OF RECORDS	**HCPS request:** The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS [or designee], at all reasonable times. **HDSFM exception:** The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS, at all reasonable times; provided HCPS gives thirty (30) days' prior written notice of such audit.

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GENERAL TERMS AND CONDITIONS, 10.0 COMPLIANCE WITH LAW: 10.5	**HCPS request:** The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities. **HDSFM exception:** The Proposer at the time of proposal opening must be fully licensed in all trades or special areas applicable to the performance of its obligations hereunder that require a license by Local, State, and Federal authorities.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.5	**HCPS request:** The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law. **HDSFM exception:** The rights and remedies of HCPS and Awarded Offeror provided for under this contract are in addition to any rights and remedies provided by law.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.6	**HCPS request:** In case of any apparent conflict between the specifications and [such] laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work. **HDSFM exception:** In case of any apparent conflict between the specifications and applicable laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.8	**HCPS request:** The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. [T]he Awarded Offeror shall observe, comply with [and be subject to] all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education. **HDSFM exception:** The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. Subject to Awarded Offeror's response to this request for proposal, the Awarded Offeror shall observe, comply with all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

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GENERAL TERMS AND CONDITIONS, 12.0 INDEMNIFICATION: 12.1	**HCPS request:** To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the [Indemnitee] and its employees, [agents], officials or volunteers harmless from and against [any and all] claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee [for]the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes [gross] negligence or willful misconduct. **HDSFM exception:** To the fullest extent permitted by law, Awarded Offeror (the "Indemnitor") shall indemnify, defend and hold the HDPS and its employees, officials or volunteers (each, an "Indemnitee") harmless from and against actual and claims, losses, damages, expenses, causes of action and liabilities including without limitations, reasonable attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee to the extent of the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes the negligence or willful misconduct of the Indemnitee.
GENERAL TERMS AND CONDITIONS, 17.0 STAFF	**HCPS request:** The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal [to perform services required]. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing. **HDSFM exception:** The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal as its main point of contact. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

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GENERAL TERMS AND CONDITIONS, 19.0 SUBCONTRACTING OR ASSIGNMENT	**HCPS request:** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS. **HDSFM exception:** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS ,which shall not be unreasonably withheld.
GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.1	**HCPS request: If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, [delivery], installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.** **HDSFM exception: If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, installation, repair, construction or any other type of services on any HCPS property, including the project property other than delivery. Violation of this provision may result in Termination for Cause.**
GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.4	**HCPS request:** Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion. **HDSFM exception:** Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

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	Contractor and HCPS agree that on site deliveries are not considered work at the school.
GENERAL TERMS AND CONDITIONS, 25.0 CONTRACT	**HCPS request:** The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS. **HDSFM exception:** The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP and Supplier's response to the Proposal shall constitute the formal contract between the Offeror and HCPS. In the event of conflict between the Proposal and Awarded Offeror's response to the proposal the final agreed upon response to Proposal shall prevail.
GENERAL TERMS AND CONDITIONS, 26.0 COMPLIANCE WITH SPECIFICATIONS: 26.5	**HCPS request:** In case of any apparent conflict between the specifications and [such] laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work. **HDSFM exception:** In case of any apparent conflict between the specifications and applicable laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.2	**HCPS request: [**Payment in full will only be made upon final acceptance of items as shown on Purchase Order.] Partial payments may be paid if partial shipments have been made and received. **HDSFM exception:** Partial payments may be paid if partial shipments have been made and received.
GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.4	**HCPS request:** HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. **HDSFM exception:** HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. Product that is shipped expedited or directly from the manufacturer to the customer's property will include the appropriate freight charge.
GENERAL TERMS AND CONDITIONS, 29.0 CONFLICT OF INTEREST	**HCPS request:** Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such

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	relationship that might be perceived or represented as a conflict must be disclosed on Attachment D. **HDSFM exception:** Each proposer must disclose any known existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.
GENERAL TERMS AND CONDITIONS, 34.0 Disclaimer of Warranty: 34.1	**HCPS request:** (Added to RFP by HD Supply) **HDSFM exception:** Awarded Offeror is a re-seller of Products and, except for Products Awarded Offeror procures from its own or affiliate manufacturing/production sources (i.e., "Private Label" items), Awarded Offeror does not provide any warranty for the Products procured from third party manufacturing/production sources ("Third Party Sources"). For items provided hereunder from Third Party Sources, Awarded Offeror shall pass through to HCPS any transferable manufacturer's standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO PRODUCTS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY AWARDED OFFEROR. HCPS AND PERSONS CLAIMING THROUGH HCPS (COLLECTIVELY "CLAIMANT") SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, UNLESS RECOURSE AGAINST AWARDED OFFEROR IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH PRODUCTS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE PRODUCTS PROCURED FROM THIRD PARTY SOURCES. AWARDED OFFEROR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING PRODUCTS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AWARDED OFFEROR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS. AWARDED OFFEROR DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.
GENERAL TERMS AND CONDITIONS, 35.0 LIMITATION OF LIABILITY: 35.1	**HCPS request:** (Added to RFP by HD Supply) **HDSFM exception:** TO THE EXTENT PERMITTED BY LAW, AWARDED OFFEROR SHALL NOT BE LIABLE TO HCPS FOR ANY INCIDENTAL, INDIRECT,

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	PUNITIVE, CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR DELAY DAMAGES, OR FOR ANY CLAIM THAT IS PROPERLY BROUGHT ONLY AGAINST A THIRD PARTY MANUFACTURER, OR ANY AMOUNT EXCEEDING TWO MILLION DOLLARS ($2,000,0000). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.
REQUEST FOR PROPOSAL #25-JH-011: 2. BACKGROUND: 2.1	**HCPS request:** Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement[. Use of the Master Agreement by any Public Agency is preceded] by their registration with OMNIA Partners' (a "**Participating Public Agency**") [and b]y using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program. **HDSFM exception:** Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement by their registration with OMNIA Partners' (a "**Participating Public Agency**"). By using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.1	**HCPS request:** [Harford County Public Schools, MD (herein "Lead Public] Agency[")] on behalf of itself and all [states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating] Public Agencies[")] is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and

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	Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's [manufacturer's suggested retail price] list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements. **HDSFM exception:** Principal Procurement Agency on behalf of itself and all Public Agencies is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. Pricing for complete product offering/balance of line items will be determined by a minimum percentage discount off the Supplier's list price. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.3.2 Complete Product Offering/Balance of Line: 3.3.2.1	**HCPS request:** Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the [o]fferor's [retail price] list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered. **HDSFM exception:** Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a minimum percentage discount off the Offeror's list price. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.4	**HCPS request:** All products offered must be new, unused[, latest design and technology] unless otherwise specified. **HDSFM exception:** All products offered must be new and, unused unless otherwise specified
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.10	**HCPS request:** In fulfilling its duties under the [contract], the Supplier and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at [the district]'s option.

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	HDSFM exception: In fulfilling its duties under the Master Agreement, the Supplier and all its personnel will be required to comply with all applicable laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at HCPS's option.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.12	**HCPS request:** Should an Awarded Supplier utilize [distributors, resellers, dealers, or] subcontractors, Participating Public Agencies may choose to issue work directly to the [distributor, reseller, dealer, or] subcontractor if allowed by the Awarded Supplier and Participating Public Agency **HDSFM exception:** Should an Awarded Supplier utilize subcontractors, Participating Public Agencies may choose to issue work directly to the subcontractor if allowed by the Awarded Supplier and Participating Public Agency.
REQUEST FOR PROPOSAL #25-JH-011: 5. RESPONDENT REQUIREMENTS: 5.4	**HCPS request:** Respondent shall furnish to HCPS [any requested] information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein. **HDSFM exception:** Respondent shall furnish to HCPS information and data/documentation reasonably requested for HCPS to determine if Respondent is qualified to carry out obligations of the contract. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
REQUEST FOR PROPOSAL #25-JH-011: 7. AWARD: 7.13	**HCPS request:** HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the [firm] will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties. **HDSFM exception:** HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the Awarded Offeror will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.
REQUEST FOR PROPOSAL #25-JH-011: 8. CONTRACT TERM: 8.4	**HCPS request:** The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement

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	is prior to the expiration of the Contract. All local agreements [may have a full potential term (any combination of initial and renewal periods) not to exceed six years]. **HDSFM exception:** The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements shall be coterminous with the Contract.
REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.1	**HCPS request:** Proposer shall provide its proposed discount(s) from the Proposer's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. **HDSFM exception:** Proposer shall provide its proposed discount(s) from the Proposer's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. Due to uncertainty in the macroeconomic environment, Supplier reserves the right to review and revise Market Basket pricing prior to contract execution to ensure HCPS has been provided the most competitive offering possible. Any revised pricing will be held for the first twelve (12) months of the contract.
REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.5	**HCPS request: [**HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.] **HDSFM exception:** Intentionally Omitted
REQUEST FOR PROPOSAL #25-JH-011: 16. INSURANCE REQUIREMENTS	**HCPS request:** The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers [or, at the Board's request, certified copies of the required insurance policies. See Attachment B for details]. **HDSFM exception:** The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.

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REQUEST FOR PROPOSAL #25-JH-011: 18. PROPOSAL EVALUATION PROCESS: 18.8	**HCPS request:** HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data [necessary for] HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein. **HDSFM exception:** HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data, reasonably requested by HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT	**HCPS request:** Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. **HDSFM exception:** Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. Due to uncertainty in the macroeconomic environment, Supplier reserves the right to review and revise Market Basket pricing prior to contract execution to ensure HCPS has been provided the most competitive offering possible. Any revised pricing will be held for the first twelve (12) months of the contract.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT: 20.2.3.5 MARKET BASKET	**HCPS request:** The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal. Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only. **HDSFM exception:** The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and minimum % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal.

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	Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.4	**HCPS request:** In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from [a manufacturer's price] list [or vendor catalog] and title the PDF Exhibit 1. **HDSFM exception:** In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from Offeror's list price and title the PDF Exhibit 1.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.6	**HCPS request:** Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract. **HDSFM exception:** Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Due to uncertainty in the macroeconomic environment, Supplier reserves the right to review and revise Market Basket pricing prior to contract execution to ensure HCPS has been provided the most competitive offering possible. Any revised pricing will be held for the first twelve (12) months of the contract. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract, except for products that are factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.13	**HCPS request: [**Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.] **HDSFM exception:** Intentionally Omitted
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.1	**HCPS request:** The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier

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	will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers [or, at the Board's request, certified copies of the required insurance policies]. **HDSFM exception:** The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.2	**HCPS request:** Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the [insurers or, at the Board's request, certified copies of insurance policies,] evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract. **HDSFM exception:** Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.3	**HCPS request:** The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. [The Supplier shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.] **HDSFM exception:** The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.4 First Paragraph	**HCPS request:** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation[, non-renewal or material reduction in coverage] until [sixty (60) days] prior written notice has been given to the Board. **HDSFM exception:** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation until prior written notice, in accordance with state guidelines, has been given to the Board.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.7	**HCPS request:** All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland [and acceptable to the Board]. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers

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	compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland. **HDSFM exception:** All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.1	**HCPS request:** Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of: $1,000,000 Each Occurrence; $1,000,000 Personal and Adv Injury; $1,000,000 General Aggregate; and $1,000,000 Products/Completed Operations Aggregate This insurance shall include coverage for [all of] the following: i. Liability [arising from] premises and operations; ii. Liability [arising from] the actions of independent contractors; iii. Contractual liability protection for the Supplier from bodily injury and property damage claims [arising out of] liability assumed under this Contract. **HDSFM exception:** Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of: $1,000,000 Each Occurrence; $1,000,000 Personal and Adv Injury; $1,000,000 General Aggregate; and $1,000,000 Products/Completed Operations Aggregate This insurance shall include coverage for <u>all</u> the following: i. Liability <u>caused, in whole or in part, by,</u> premises and operations; ii. Liability <u>by, cause, in whole or in part by,</u> the actions of independent contractors; iii. Contractual liability protection for the Supplier from bodily injury and property damage claims <u>cause, in whole or in part by,</u> liability assumed under this Contract.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.2	**HCPS request:** Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

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	i. Liability [arising out of] the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and ii. Automobile contractual liability. **HDSFM exception:** Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following: i. Liability cause, in whole or in part by, the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and ii. Automobile contractual liability.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.5	**HCPS request:** Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: $1,000,000 Per occurrence; $1,000,000 Aggregate for other than products/completed operations and auto liability; and $1,000,000 Products/completed operations aggregate. And including [all of] the following coverages on the applicable schedule of underlying insurance: i. Commercial general liability; ii. Business auto liability; and iii. Employers liability **HDSFM exception:** Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: $1,000,000 Per occurrence; $1,000,000 Aggregate for other than products/completed operations and auto liability; and $1,000,000 Products/completed operations aggregate. And including all the following coverages on the applicable schedule of underlying insurance: i. Commercial general liability; ii. Business auto liability; and iii. Employers liability
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.6 First Paragraph	**HCPS request:** The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be [named] as additional insureds on the Supplier's commercial general

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	liability insurance with respect to liability [arising out of] the services provided under this Contract by Supplier. **HDSFM exception:** The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be listed as additional insureds, by scheduled or blanket endorsement, on the Supplier's commercial general liability insurance with respect to liability cause, in whole or in part, by the services provided under this Contract by Supplier.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.6 Third Paragraph	**HCPS request:** "The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are [named] as additional insureds on this commercial general liability insurance with respect to liability [arising out of] the services provided by the Named Insured under Contract: (Enter specific identifying information such as project name, Board's contract number and/or date of contract)." **HDSFM exception:** "The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are listed as additional insureds by scheduled or blanket endorsement, on this commercial general liability insurance with respect to liability cause, in whole or in part, by the services provided by the Named Insured under Contract: (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."
ATTACHMENT A: Insurance Requirements: 3. Indemnification	**HCPS request:** To the fullest extent permitted by law, Supplier agrees to defend, indemnify, [pay on behalf of] and save harmless the Board of Education of Harford County, its elected and appointed officials[, agents], employees and authorized volunteers against[any and all]claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of [or connected to the services provided by] Supplier under this Contract. **HDSFM exception:** To the fullest extent permitted by law, Supplier agrees to defend, indemnify, and save harmless the Board of Education of Harford County, its elected and appointed officials, employees and authorized volunteers against actual and direct claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, to the extent arising out of Supplier's negligent acts or omissions in the performance of its obligations under this Contract, excepting liability arising out of the negligence or willful misconduct of HCPS.
ATTACHMENT A: Insurance Requirements: 4. Waiver of Subrogation	**HCPS request:** To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, [agents] and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) [arising out of] the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent

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	contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing. **HDSFM exception:** To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) cause, in whole or in part, by the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.
ATTACHMENT A: Insurance Requirements: 5. Acknowledgement of Supplier's Independent Contractor Status and no Coverage For Supplier Under Board's Workers Compensation Coverage	**HCPS request:** Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss [arising out of] injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing. **HDSFM exception:** Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss caused in whole or in part by, injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.
ATTACHMENT A: Insurance Requirements: 6. Damage to Property of the Supplier and its Invitees	**HCPS request:** To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, [agents] and representatives while such property is on, at or adjacent to the premises of the Board.

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	HDSFM exception: To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, and representatives while such property is on, at or adjacent to the premises of the Board excepting liability cause, in whole or in part, by the negligence of willful misconduct of HCPS.
ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (c)	**HCPS request:** The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will [immediately] make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken. **HDSFM exception:** The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will promptly make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.
ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (e)	**HCPS request: [**The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.] **HDSFM exception:** Intentionally Omitted
ATTACHMENT D: EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS' AFFIDAVIT; Second to last Sentence	**HCPS request:** Violations of any of these provisions may result in Termination for Cause. **HDSFM exception:** Violations of any of these provisions may result in Termination for Cause. Contractor and HCPS agree that on site deliveries are not considered work at the school.
ATTACHMENT G: Signature Sheet	**HCPS request:** I/We agree to provide the services in accordance with [the accompanying requirements and all conditions, provisions, attachments, and any addenda] to this RFP. **HDSFM exception:** Agreed as Redlined
ATTACHMENT H: CONTRACT SAMPLE	**HCPS request:** BID NAME THIS AGREEMENT, made this day of , 20 , by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and , a corporation located at , hereinafter called "Contractor". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence

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	and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form. The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods. Hereinafter called the contract, in the amount of provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in RFP # , and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract. I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud. In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified. IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original. **HDSFM exception:** Agreed as Redlined
[redacted]	
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 1.5 Objectives of Cooperative Program: B	**HCPS request:** [Establish] the Master Agreement [as the Supplier's primary go to market strategy] to Public Agencies [nationwide]; **HDSFM exception:** Publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees;

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ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS	**HCPS request: [**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.] **HDSFM exception:** Intentionally Omitted
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.1 Corporate Commitment	**HCPS request:** 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. **HDSFM exception:** 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 a "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to 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.
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.2 Pricing Commitment	**HCPS request:** 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.] **HDSFM exception:** Supplier represents that the not-to-exceed pricing provided under the Master Agreement pricing is competitive with any other pricing options it offers to Public Agencies nationwide. Supplier's pricing shall be evaluated on an aggregate basis considering applicable market conditions.
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0	**HCPS request:** Supplier commits to aggressively market the Master Agreement as [its] go to market strategy in this defined sector and that its

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REPRESENTATIONS AND COVENANTS: 2.3 Sales Commitment	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. **HDSFM exception:** Supplier commits to aggressively market the Master Agreement as a 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.

[redacted]

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[redacted]

ATTACHMENT J: Exhibit F: Federal Funds Certifications	**HCPS request: Exhibit F** **HDSFM exception: Intentionally Omitted**

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ATTACHMENT J: Exhibit G: New Jersey Business Compliance	**HCPS request: Exhibit G** **HDSFM exception: Intentionally Omitted**

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Volume I: Technical Proposal

Tab 6 – Addenda

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Volume 1, Tab 6 – Addenda

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org

Procurement Department
Jennifer Horner, CPPB, Supervisor of Procurement
ph. 410-809-6044
Jennifer.Horner@hcps.org

ADDENDUM #1

Bid #25-JH-011

Custodial Supplies, Equipment, and Custodial Related Products, Services and Solutions

TO: **ALL BIDDERS**
FROM: **Jennifer Horner, CPPB, Procurement Agent**
DATE: **November 13, 2024**

This Addendum is issued in response to prospective proposer's inquiries and to add/clarify verbiage in the RFP.

1. **QUESTION**: Will this be awarded by each item in a category, category as a whole or this is a 1 winner bid? How many vendors were awarded last time this was up for RFP and what are their names?

   ANSWER: Per Section 7.3, HCPS reserves the right to award the agreement in aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of HCPS and Participating Public Agencies as a result of this solicitation. This solicitation is a new solicitation for HCPS and is not replacing a contract.

2. **QUESTION**: Can we have the most previous bid tabulation and awarded vendors list?

   ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract.

3. **QUESTION**: Are items to be delivered to 1 location or multiple locations? If multiple, how many?

   ANSWER: See Section 6. Special Conditions of the solicitation: This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

4. **QUESTION**: How often will orders be placed?

   ANSWER: See Section 6. Special Conditions of the solicitation: This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

5. **QUESTION**: What are your current pricing and product brands for this bid?

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ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract.

6. **QUESTION**: Do you require samples?

   ANSWER: See section 20.2.12 of the solicitation: It is the Proposer's responsibility to provide HCPS and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the Contract.

7. **QUESTION**: Can you specify anticipated order quantities for the line items?

   ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract. See Section 6. Special Conditions of the solicitation: This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

8. **QUESTION**: Will you accept alternative brands?

   ANSWER: Alternate brands may be accepted per the Market Basket.

9. **QUESTION**: Are there any usage quantities available for prior year's spend? The bid sets 1 ea/bx for each item in your top spend. Quantities insure that ODP Business will best discount your largest use items.

   ANSWER: Participating Public Agencies may have different requirements and quantities. To ensure the most accurate pricing for each item, quantities are listed as 1 to get fair per item pricing. Pricing is considered not-to-exceed and Awarded Supplier(s) may choose to provide a deeper volume or other discount to Participating Public Agencies.

10. **QUESTION**: Is there a total spend $$ the County can share for the last year or rolling 12 months for the items included in this bid?

    ANSWER: This solicitation is a new solicitation for HCPS and is not replacing a contract.

11. **QUESTION**: Would HCPS be willing to change dispensers for soap/sanitizer/towel/tissue/air care as part of an award?

    ANSWER: HCPS prefers not to change dispensers but understands that it may be required. The cooperation of each supplier involved is expected.

12. **QUESTION**: In Section 7 - Award, part 7.4 states that HCPA may reject proposals that offer alternate items. In the Market Basket, private label products are listed in the Top HCPS tab (example Appeal Skin Care or Renown) but there is also a section to include substitutes. Are participants going to be rejected/penalized for subbing private label items we are prohibited from selling?

    ANSWER: Refer to Question #8 of this Addendum.

13. **QUESTION**: Can you please address the delivery requirements? Will shipments go to a centralized warehouse or directly to the schools? If items are to deliver to the schools, is inside delivery and/or put-away required?

    ANSWER: This is a just-in-time contract where each school will place their orders and will be shipped to each location. HCPS does not have a warehouse. Most of the items do not need inside delivery and/or put-away requirements, but there may be times that inside delivery may be

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necessary. Each Participating Public Agency may have different delivery and/or put-away requirements.

14. **QUESTION**: Historically, due to the competitive nature of the jan-san industry, there has not been one standard list price across all distributors for the same SKU. How does HCPS plan to evaluate proposals/product category discounts when the list price can vary on the same item resulting in significantly different % discount models across distributors?

    ANSWER: The proposals will be evaluated based on the Evaluation Criteria Matrix located in the solicitation.

15. **QUESTION**: Per Section 20.2.3.5 of the Harford County Public Schools RFP 25-JH-011 , it is noted that "Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal." We plan on quoting exclusive brands/private label and brand-name manufacturers products in the same product category which would typically result in different discounts. To provide our most competitive proposal, may we have the ability to offer discount variation within the same product category on the market-basket pricing?

    ANSWER: Discounts on exclusive brands/private label and brand-name manufacturers' products should be added to the market basket under Alternate Products.

16. **QUESTION**: Per Section 20.2.6 of the Harford County Public Schools RFP 25-JH-011, it is noted that "Additional pricing and/or discounts may be included," while in Section 20.2.3.5 HCPS notes that "Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal." If we would like to extend deeper discounts for some lines in the market basket than our proposed Category Discounts, how should we present this on the pricing sheets? Would a range of discounts or minimum discount be acceptable in our Category discount sheet?

    ANSWER: The Market Basket should be the deepest discount available. A range of discounts or minimum discount is acceptable in the Percent Off Category sheet (Attachment I).

17. **QUESTION**: Can you provide clarification on the Unit of Measure pricing that HCPS would like to see in Cost Submission for the List Price Column (Column K), Each Price (Column L), and Unit Price with Discount Applied (Column N). For example, on Product Number CLO31650 listed on the HCPS tab under chemicals, what would be the desired value for us to list for "Each Price" field. Since the product is sold as a Case of 4, would we list the "Each Price" as the price of 1 bottle or the total case of 4?

    ANSWER: The price listed should correspond to the unit of measure listed in the Market Basket. For the example given for CLO31650, the unit of measure (UOM) listed in the pricing attachment is a case (CA) so the price would be for the total case.

I hereby acknowledge receipt of Addendum #1 dated November 13, 2024, to Bid #25-JH-011 Custodial Supplies, Equipment, and Custodial Related Products, Services and Solutions.

HD Supply Facilities Maintenance, Ltd.	Sami Nassar
Company	Name (Print or Type)
Authorized Signature	12.2.24
	Date

Note: Proposer shall sign and submit Addendum with submission. The same person signing the Addendum shall sign the RFP. Failure to submit the Addendum may deem your proposal non-responsive.

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Volume I: Technical Proposal

Tab 7 – Required Documents

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Attachment "A" Sample Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN101983120-HDS-GAW-22-24	**CONTACT NAME:** Marsh Certificate Center **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** HDSupply.certrequest@marsh.com
INSURED HD SUPPLY, INC. 3400 CUMBERLAND BOULEVARD ATLANTA, GA 30339	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Co — 24147 **INSURER B :** Liberty Mutual Fire Insurance Company — 23035 **INSURER C :** LM Insurance Corporation — 33600 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005223181-18 **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY 316721	03/01/2022	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage (Any One	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AS2-651-294575-014	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA5-65D-294575-024 (AOS)	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 5,000,000 $ 5,000,000 $ 5,000,000
C				WC5-651-294575-044 (MN,WI)	03/01/2024	03/01/2025		
B	Excess Auto Liability			TL2-651-294575-054	03/01/2024	03/01/2025	Per Occurrence	5,000,000
A	Excess General Liability			MWZX 316720	03/01/2022	03/01/2025	Per Occurrence/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER	CANCELLATION
HD Supply, Inc. and its subsidiaries 3400 Cumberland Blvd. Atlanta, GA 30339	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC

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AGENCY CUSTOMER ID: CN101983120
LOC #: Atlanta

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED
MARSH USA, LLC.	HD SUPPLY, INC. 3400 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS GENERAL LIABILITY AND EXCESS AUTO LIABILITY POLICIES ARE FOLLOW FORM.

*** HD SUPPLY INSUREDS***
HD Supply, Inc.
HD Supply Holdings, Inc.
HDS Canada Holdings, Inc.
HD Supply Canada, Inc.
HDS IP Holding, LLC
HD Supply Support Services, Inc.
HD Supply Facilities Maintenance, LP
HD Supply Facilities Maintenance, Ltd
HD Supply Management, LLC
The Home Depot Pro
Red-Carpet, Inc.

ACORD 101 (2008/01)

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Attachment "B" Debarment Certification

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial
Related Products, Services, and Solutions

ATTACHMENT B
DEBARMENT CERTIFICATION

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent — 102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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

Sami Nassar, Chief Commercial Officer
Name and Title of Authorized Agency/Organization Representative

Signature

12.2.24
Date

HD Supply Facilities Maintenance, Ltd.
Agency/Organization

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

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Attachment "C" Conflict of Interest Form

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial
Related Products, Services, and Solutions

ATTACHMENT C
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 12 2 24

By: Sami Nassar (printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)

HD Supply Facilities Maintenance, Ltd. (Company Name)

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Attachment "D" Employment of Sex Offenders and Other Criminal Offenders Affidavit

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial
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ATTACHMENT D
EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS
EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
   1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code. *Sexual Offense in the Third Degree*;
   2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
   3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
   4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
   5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
   6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
   7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
   8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
      a. Effective July 1, 2019
      b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
      c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause. Contractor and HCPS agree that MM-001 deliveries are not considered work at the school.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 12.2.24

By: Sami Nassar (printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)

HD Supply Facilities Maintenance, Ltd. (Company Name)

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Attachment "E" Anti-Bribery Affidavit

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial
Related Products, Services, and Solutions

ATTACHMENT E
ANTI-BRIBERY AFFIDAVIT

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent — 102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the Chief Commercial Officer and the duly authorized representative of the firm of HD Supply Facilities Maintenance, Ltd. whose address is 3400 Cumberland Blvd SE, Atlanta, GA 30339 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

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

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

Signature

12.2.24
Date

Witness

N HARRIS NOTARY PUBLIC DEKALB COUNTY GEORGIA MY COMMISSION EXPIRES MARCH 30, 2027

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Attachment "F" References

The following information has been marked CONFIDENTIAL by HD Supply.

[redacted]

----------END of CONFIDENTIAL Section----------

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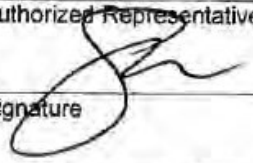
Attachment "G" Signature Sheet

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial
Related Products, Services, and Solutions

ATTACHMENT G

SIGNATURE SHEET
(To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with ~~the accompanying requirements and all conditions, provisions, attachments, and any addenda~~ to this RFP.

HD Supply Facilities Maintenance, Ltd. Company	Sami Nassar Authorized Representative (print)
3400 Cumberland Blvd SE, Atlanta, GA 30339 Address	 Signature
 Address, continued	Chief Commercial Officer Title (print)
Becky Newell Name of Firm's Contract Administrator	770.852.9056 Phone Number of Authorized Representative
856.425.5286 Phone Number of Firm's Contract Administrator	sami.nassar@hdsupply.com E-mail Address of Authorized Representative
Rebecca.Newell@hdsupply.com E-mail Address of Firm's Contract Administrator	52-2418852 Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. 1 , Dated 11/13/2024
No. _____, Dated _____
No. _____, Dated _____

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Attachment "H" Contract Sample

Please see redlines taken by HD Supply to Attachment "H" Contract Sample. These redlines can be found in HD Supply's Exception Document enclosed within this RFP response.

ATTACHMENT H

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT SAMPLE

BID #
BID NAME

THIS AGREEMENT, made this _____day of _____, 20___, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, in the amount of _____provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #**_____, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature	**Board of Education of Harford County**
_____	_____
Board of Education of Harford County Witness	Sean W. Bulson, Ed.D., Superintendent of Schools
_____	_____
Date	Board of Education of Harford County – Board President (if over $100k)
Seal in Signature	
_____	_____
Authorized Contractor Signature	Company Name
_____	_____
Contractor Witness	Address
_____	_____
Date	Address

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Attachment "J", Exhibit C – OMNIA Partners Administration Agreement

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

---

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all

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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

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REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Attachment "J", Exhibit F – Federal Funds Certification

OMNIA Partners – Should there be a request to complete these forms from a customer, HD Supply will promptly complete and deliver these forms upon such request.

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Attachment "J", Exhibit G – New Jersey Business Compliance

OMNIA Partners – Should there be a request to complete these forms from a customer, HD Supply will promptly complete and deliver these forms upon such request.

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HD Supply's response to Harford County Public Schools RFP #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

VOLUME II – Cost Proposal

December 6, 2024

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Cover Letter

December 6, 2024

Jennifer Horner, CPPB
Procurement Agent
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, Maryland 21014

RE: Request for Proposal #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Dear Ms. Horner,

Enclosed please find HD Supply's Volume II – Cost Proposal response to Harford County Public Schools (HCPS) Request For Proposal (RFP) #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.

As requested, this Cost Proposal includes the following sections provided in .PDF format per the RFP instructions. Excels files are available upon request.

- Tab 1: Market Basket Pricing for the Top HCPS Items
- Tab 2: Market Basket Pricing for the Top 100 National Items
- Tab 3: Percentage off Category Listing

Additionally, as requested, HD Supply has included a separate .PDF file to our response titled PDF Exhibit I. This file is an electronic copy of HD Supply's catalog with the minimum product category discounts applied for the products provided under this RFP.

Please note the following callouts related to HD Supply's Pricing proposal:

Market Basket Pricing

Due to uncertainty in the macroeconomic environment and the extended time period before the anticipated start of the contract, HD Supply reserves the right to review and revise the Market Basket pricing provided within Tabs 1 and 2 of this RFP response prior to contract execution to ensure HCPS has been provided the most competitive offering possible. Any revised Market Basket pricing shall remain firm against any further adjustment for the first twelve (12) months after the contract award.

Percentage off Category Listing

The category discounts proposed within this offer reflect our Minimum Guaranteed Discount (not to exceed price) percentage off our already discounted List Price. Our Minimum Guaranteed Discount (not to exceed price) shall be firm fixed for the duration of the contract. Minimum Guaranteed Discounts (not to exceed price) do not preclude HD Supply from providing deeper or additional, incremental discounts which are lower than the Minimum Guaranteed Discounts (not-to-exceed price) set forth at any time during the contract term at their sole discretion and such lower pricing shall not be applied as a global price reduction under the Contract. Promotional pricing shall not be cause for a permanent price change.

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Minimum Order Quantities

HD Supply does not have a minimum order quantity and under this Contract all Handling Charges are waived on stocked items that ship from our warehouses. Special Order Items may have minimum order quantities or handling charges.

Shipping

All prices provided within this bid, and any subsequent Market Basket pricing revisions, include all charges that may be incurred in fulfilling ordering requirements except for products that are factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will incur the appropriate freight charge.

Items that ship direct from the manufacturer are notated in Exhibit 1 and may have additional freight charges depending on the order size and order details.

Related Products, Services and Solutions

Please note, upon HD Supply being selected as the supplier of janitorial and custodial supplies for Harford County Public Schools, HD Supply will offer the below related products and services as value added components of the agreement

- All custodial supplies provided at the pricing as outlined in this Cost Proposal (with the noted exception in the above Market Basket section of this letter)
- A dedicated Account Representative to service and support HCPS
- Delivery of Product to all locations/Just-in-time to all locations
- Discounted pricing on the HD Supply product offering and access to thousands of special-order SKUs
- Robust online ordering site and ecommerce capabilities
- Access to HD Supply Services & Business Tools – Cleaning Performance Index, Building Assessment Tool, and video training portal
- Training on products, process and procedures; Hands on, In-service style with support from the manufacturers of products
- Customized Usage Reports, as needed
- Scheduled Business Reviews to ensure continuous improvement

Additional Offerings

The pricing offered in the attached Cost Proposal reflects deeply discounted pricing for all Participating Public Agencies. From time to time, HD Supply may offer seasonal promotions or manufacturer special offers to Participating Agencies which will be communicated with Participating Agencies by the HD Supply Field Account Representative.

Leasing/Financing Option

State, County and Local governments face unprecedented equipment demands at a time when revenue shortfalls and budget cutbacks are the norm rather than the exception. HD Supply has extensive experience working with government agencies seeking Municipal Financing program options for their equipment needs.

With two different Leasing Companies that offer municipal financing programs, HD Supply offers Participating Agencies a competitive advantage when seeking finance rates. It's common in the Leasing Industry to "Sell the Payment" which often leads to payments based off a higher List Price, but HD Supply has negotiated with vendors

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to quote payments based off our already discounted, OMNIA Partners pricing. This results in significantly lower monthly payments.

Other features of the HD Supply Municipal Leasing Program include the following benefits to Participating Agencies:

- Ability to obtain new labor-saving equipment and pay for it as it is being used
- Bridge the gap between the equipment needed now and budget money currently available
- Leases are not considered debt and are not subject to limitations placed on debt
- Municipal lease financing does not require voter approval or time-consuming bond election
- Own equipment for $1 at the end of the lease
- Includes a “Non-Appropriations” clause that allows termination of the lease without penalty. Leases represent a year-to-year commitment on the part of a municipality to make lease payments. If, for some reason, the funds are not approved for a new budget cycle, there is no obligation

HD Supply will make available two competitive links for Participating Agencies to receive up to date current Municipal Rate quotes. A local HD Supply sales professional can assist you in obtaining these quotes for your evaluation.

Example Only: Rates are not current
www.all-linesleasing.com
www.atlanticbusinesscredit.com

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Attachment I – Pricing Schedule

Per the direction provided within the RFP, HD Supply is submitting an electronic copy of our catalog from which the discounts in Tab 3 are calculated as a separate file titled PDF Exhibit I.

ATTACHMENT I

PRICING SCHEDULE
(COMPLETE PRODUCT OFFERING/ BALANCE OF LINE)

Include an electronic copy of your catalog from which the discount is calculated. **Title the PDF Exhibit 1.** Electronic price lists must contain the following: (if applicable):

1. Manufacturer or other part #
2. Supplier's Part # (if different from manufacturer or other part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to HCPS, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details if there are minimum order quantities.
7. If leasing/financing is an option, provide applicable pricing and discounts.
8. SHIPPING EXCEPTIONS - All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Include any minimum requirements, detail ancillary costs such as outside Continental US, dock delivery, inside delivery and deliver/installation.
9. RELATED PRODUCTS AND SERVICES - Proposer shall provide any additional related products and services offered that it wishes to be considered as Value Add.
10. ADDITIONAL OFFERINGS - Detail any additional pricing incentives, volume purchases, promotions, special manufacturer's offers, free goods programs, discounts or rebates that may be available. Such as for large volume, bundled purchased, etc. to Participating Public Agencies. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

Company Name	HD Supply Facilities Maintenance, Ltd.
Representative Signature	
Representative's Name & Title	Sami Nassar, Chief Commercial Officer
Date	12.5.24

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HD Supply's response to Harford County Public Schools RFP #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Exhibit 1 – Complete Product Offering

December 6, 2024

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Exhibit 1 – Complete Product Offering

HD Supply has included this separate .PDF file to our response titled PDF Exhibit 1. This file is an electronic copy of HD Supply's catalog with the minimum product category discounts applied for the products provided under this RFP.

ATTACHMENT I

PRICING SCHEDULE
(COMPLETE PRODUCT OFFERING/ BALANCE OF LINE)

Include an electronic copy of your catalog from which the discount is calculated. **Title the PDF Exhibit 1.** Electronic price lists must contain the following: (if applicable):

1. Manufacturer or other part #
2. Supplier's Part # (if different from manufacturer or other part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to HCPS, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details if there are minimum order quantities.
7. If leasing/financing is an option, provide applicable pricing and discounts.
8. SHIPPING EXCEPTIONS - All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Include any minimum requirements, detail ancillary costs such as outside Continental US, dock delivery, inside delivery and deliver/installation.
9. RELATED PRODUCTS AND SERVICES - Proposer shall provide any additional related products and services offered that it wishes to be considered as Value Add.
10. ADDITIONAL OFFERINGS - Detail any additional pricing incentives, volume purchases, promotions, special manufacturer's offers, free goods programs, discounts or rebates that may be available. Such as for large volume, bundled purchased, etc. to Participating Public Agencies. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

Company Name	HD Supply Facilities Maintenance, Ltd.
Representative Signature	
Representative's Name & Title	Sami Nassar, Chief Commercial Officer
Date	12.5.24

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HD Supply's response to Harford County Public Schools RFP #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

VOLUME II – Cost Proposal

Best and Final Offer

January 31, 2025

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HD SUPPLY
FACILITIES MAINTENANCE
3400 Cumberland Blvd.
Atlanta, GA 30339
www.hdsupplysolutions.com

January 31, 2025

Jennifer Horner, CPPB
Supervisor of Procurement
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, Maryland 21014

RE: Best and Final Offer for Request for Proposal #25-JH-011 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Dear Ms. Horner,

Thank you for the opportunity to present a Best and Final Offer (BAFO) in response to RFP 25-JH-011 - Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. HD Supply is committed to providing the best overall value for Harford County Public Schools and Participating Public Agencies through our expansive product offering, dedicated support, and competitive pricing.

Our original response included the most competitive pricing that HD Supply would extend for the exact matches on items within the market basket. Some highlights from our initial Cost Proposal include:

- **Minimum Price Discounts** - Discounts listed on the Percent Off Category Sheet are the minimum discounts that HD Supply will provide on all items. HD Supply is able to leverage our centralized sourcing structure and strong relationship with a vast network of vendors to extend deeper discounts beyond the minimum discount listed for many of the products offered. The Market Basket Files and Balance of Catalog files reflect these more aggressive discounts than our minimum proposed discounts on the majority of SKUs.
- **Full Offering** - Ability to provide exact matches on both the full HCPS Market Basket and National Market Basket
- **Expansive Product Selection** - Broad product offering of both Exclusive Brand items and Name Brand items, offering a wide selection of items to best meet the needs of end-users.
- **Pricing Review** - As indicated in the "Cost Proposal", we requested to revisit the Market Basket Pricing 30 days prior to the contract start date for pricing updates due to the extended time period before the anticipated contract start date and to adjust for market conditions. This will ensure the most competitive pricing can be held for the requested 12-month timeframe from the start of the contract. HD Supply would review the market basket pricing for both potential price decreases and increases based upon market conditions and price changes from the manufacturers. Any revised Market Basket pricing

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shall remain firm against any further adjustment for the first twelve (12) months after the contract award.

Upon review of the requested BAFO, we have determined additional opportunities to show value to HCPS and Participating Agencies by focusing on our expansive product offering and suggesting alternative product solutions, where applicable.

Tab 1: Market Basket Pricing for the Top HCPS Items
HD Supply presented our most competitive pricing on the exact matches for SKUs in our initial response. Please see the attached Market Basket Pricing where we have included additional alternate SKUs that can provide cost savings opportunities to HCPS without sacrificing the overall quality of items.

Please note, we have only offered alternate SKUs where dispenser changes for chemical, soap, and paper would not be required. With our broad product offering and manufacturer network, we can present alternate options that could include dispenser changes depending on the District's overall goals. Similarly, the HD Supply team will continually review our product offering to present alternate SKUs for ongoing improvement opportunities throughout the term of the contract.

Tab 2: Market Basket Pricing for the Top 100 National Items
HD Supply presented our most competitive pricing on the exact matches for SKUs in our initial response. Similar to the above, please see the attached Market Basket Pricing where we have included additional alternate SKUs. These alternate SKUs can demonstrate cost savings to Participating Agencies without sacrificing the overall quality of items.

Please note, we have only offered alternate SKUs where dispenser changes for chemical, soap, and paper would not be required. With our broad product offering and manufacturer network, we can present alternate options that could include dispenser changes depending on the Participating Agencies' overall goals. Similarly, the HD Supply team will continually review our product offering to present alternate SKUs for ongoing improvement opportunities throughout the term of the contract.

Tab 3: Percentage off Category Listing
We have not made any changes to the Minimum Discounts listed in this tab. The discounts detailed represent the minimum guaranteed discounts (not to exceed price) that HD Supply will extend for each product category. These Minimum Guaranteed Discounts are the percentage discounts that HD Supply will extend beyond our standard HD Supply List Pricing.

As shown in the Market Basket Files and Balance of Catalog file, HD Supply is extending deeper discounts than the minimum discount for a large portion of SKUs within each category. HD Supply will continually review our offering to ensure the contracted pricing listed is competitive while also reflecting at least the minimum discount.

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HD Supply is committed to delivering the best overall value to HCPS and Participating Agencies through our competitive pricing, expansive product selection, and continuous commitment to cost-saving opportunities. Our Best and Final Offer reflects our dedication to providing high-quality products at competitive prices, ensuring both immediate and long-term value. With our ability to match exact SKUs, offer strategic alternates, and provide flexible pricing reviews to account for market conditions, we are confident that our proposal offers a strong and reliable partnership. We appreciate the opportunity to serve HCPS and look forward to supporting your custodial and facility needs with excellence and reliability.

Please let us know if you have any questions or require further information.

Sincerely,

DocuSigned by:
Sami Nassar
D1C24635C4F246D...

Sami Nassar
Chief Commercial Officer
HD Supply

For bid-specific questions, please contact:

Becky Newell
National Sales Manager
HD Supply
m. 856.425.5286
e. Rebecca.Newell@hdsupply.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN101983120-HDS-GAW-25-28	**CONTACT NAME:** ..... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED HD SUPPLY, INC. 3400 CUMBERLAND BOULEVARD ATLANTA, GA 30339	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Co — 24147 **INSURER B :** Liberty Mutual Fire Insurance Company — 23035 **INSURER C :** LM Insurance Corporation — 33600 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005979712-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	MWZY 319000	03/01/2025	03/01/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage (Any One	$ $ $ $ $ $ $	1,000,000 1,000,000 5,000 1,000,000 2,000,000 2,000,000 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	AS2-651-294575-015	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	MWZU 319047 25	03/01/2025	03/01/2026	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WA5-65D-294575-025 (AOS) WC5-651-294575-045 (MN,WI)	03/01/2025 03/01/2025	03/01/2026 03/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	5,000,000 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE BOARD OF EDUCATION OF HARFORD COUNTY AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AUTHORIZED VOLUNTEERS ARE LISTED AS ADDITIONAL INSUREDS PER WRITTEN CONTRACT OR AGREEMENT, BY SCHEDULED OR BLANKET ENDORSEMENT, ON THIS COMMERCIAL GENERAL LIABILITY AND AUTO LIABILITY INSURANCE WITH RESPECT TO LIABILITY ARISING OUT OF THE SERVICES PROVIDED BY THE NAMED INSURED UNDER CONTRACT: RFP #25-JH-011 - CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS. A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED IS INCLUDED ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101983120
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	HD SUPPLY, INC. 3400 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella follows form subject to policy terms, conditions, and exclusions.

*** HD SUPPLY INSUREDS***
HD Supply, Inc.
HD Supply Holdings, Inc.
HDS Canada Holdings, Inc.
HD Supply Canada, Inc.
HDS IP Holding, LLC
HD Supply Support Services, Inc.
HD Supply Facilities Maintenance, LP
HD Supply Facilities Maintenance, Ltd
HD Supply Management, LLC
The Home Depot Pro
Redi-Carpet, Inc.

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Policy Number AS2-651-294575-015
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED IF REQUIRED BY CONTRACT – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to Section II – Covered Autos Liability Coverage:

A. Coverage

1. Who Is An Insured

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" described in Paragraphs a. or b. above with regard to the ownership, maintenance or use of a covered "auto".

Schedule

Name of Person or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND BY A A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

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Policy Number AS2-651-294575-015
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTERS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK
WAREHOUSEMAN'S LEGAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per schedule on file with the company	Per schedule on file with the company	30

A. If we cancel this policy for any reason, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number **AS2-651-294575-015**
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Schedule

Premium: $ INCL

Name Of Person Or Organization:
Where required by contract or written agreement prior to loss and allowed by law.

The **Transfer Of Rights Of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization listed in the schedule of this endorsement because of payments we make for injury or damage arising out or your operations of a covered auto. This waiver applies only to the person or organization listed in the schedule of this endorsement.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the Company		30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-65D-294575-025 Effective Date Premium $

Issued to HD Supply, Inc. Endorsement No.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kansas, Kentucky, Missouri, New Hampshire and New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto). According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. of Col., Georgia, Idaho, Illinois, Indiana, Maine, Michigan, Mississippi, Montana, New Mexico, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of $0 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Nevada and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

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In the states of New York, and Oklahoma the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum of $100 per policy

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-65D-294575-025 Effective Date Premium $

Issued to HD Supply, Inc. Endorsement No.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those persons or organizations where required by written contract executed prior to the accident or loss	The locations as specified in the written contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Only those persons or organizations where required by written contract executed prior to the accident or loss	The locations as specified in the written contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Only those persons or organizations where required by written contract executed prior to the accident or loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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BOARD OF EDUCATION OF HARFORD COUNTY

INFORMATIONAL REPORT

DECISION ON CONTRACT AWARD FOR CUSTODIAL SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES, AND SOLUTIONS

Board Meeting Date:	March 24, 2025
Contract Number and Title:	25-JH-011 Custodial Supplies, Equipment and Custodial Related Products, Services, and Solutions

Procurement Type:	Request for Proposal (RFP)
# of RFPs Received:	9

Term:	July 1, 2025 – June 30, 2027
Renewals:	2 additional, 2-year renewals

Estimated Value of Contract:	Over $100,000
Funding Source:	Most purchases will be funded by Operating Funds: however, when appropriate, Capital and Grant Funds may be used.
Department:	Various

Description:

- This contract provides Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions so that the district may order a wide array of products, services and solutions as appropriate for their needs.
- Items under this contract include chemicals, skin care, paper towels/toilet paper/dispensers, cleaning tools and supplies, waste containment and supplies, cleaning and maintenance equipment and accessories, and miscellaneous cleaning supplies in addition to a complete catalog offering.
- Pricing for the complete product offering will be determined by a percentage discount off the Supplier's manufacturer's suggested retail price list along with a deeper discount on a Market Basket of the most frequently used products.
- Omnia Partners Public Sector will market this contract on a regional scale to be used by various other public entities.
- This contract is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract.
- The total annual expenditure will depend on the needs of the various schools, and funding availability and is expected to exceed $100,000.
- Purchases made utilizing this contract will be within approved budget limits.

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- Award was based on the following matrix:

Evaluation Criteria Matrix	Maximum Possible Points
Technical Proposal:	
Tab 1 – Profile and Submittal Letter	**10**
Tab 2 – Experience of Firm/Personnel	**15**
Tab 3 – Technical Approach and Methodology	**35**
Tab 4 – References	**10**
Cost Proposals	**30**
Combined Total	**100**

Recommended Award To (In Partnership with Omnia Partners, Public Sector):

HD Supply Facilities Maintenance, Ltd.	Atlanta, GA