CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

November 03, 2025 at 6:00 PM

Venue: City Hall

AGENDA

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

> ***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***
>
> ***Failure to abide by the rules of decorum will result in removal from the meeting.***

Approval of Agenda

Proclamations/Awards/Recognitions - None

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

1. City Council Resolution No. 2025-145 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Law Enforcement to the City of Lake City; providing funding for the purchase of two drones to be utilized by the Lake City Police Department; making certain findings of fact in support of the City accepting such funds and adopting said Grant Award Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

2. City Council Resolution No. 2025-148 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and NV5 Geospatial, Inc., a Wisconsin Corporation, for certain information technology products and services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

3. City Council Resolution No. 2025-149 - A resolution of the City of Lake City, Florida, approving that certain "Railroad Reimbursement Agreement - Grade Crossing Traffic Control Devices - Municipal" with the State of Florida Department of Transportation related to certain railroad traffic signal upgrades on NE Broadway Avenue at FDOT/ARR Crossing Number 622832K in the City of Lake City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

4. Partnering for Progress: Precept Acquisitions & City of Lake City (Workforce Housing) - Leslie Buckholtz, President, Precept Acquisitions LLC

Quasi-Judicial Hearings

Open Quasi-Judicial Hearing

Final Reading

5. City Council Ordinance No. 2025-2329 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application, CPA 25-05, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida Limited Liability Company, the property owner of said acreages, under the amendment

procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Property is located at the intersection of NW Real Terrace and NW Bascom Norris Dr)

Passed on first reading 9/3/25

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2329 on final reading

6. City Council Ordinance No. 2025-2333 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or

more contiguous acres of land, pursuant to an application, Z 25-07, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida Limited Liability Company, the property owner of said acreages; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date.(Property is located at the intersection of NW Real Terrace and NW Bascom Norris Dr)

Passed on first reading 9/3/25

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

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D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2333 on final reading

Close Quasi-Judicial Hearing

Old Business

Ordinances

Open Public Hearing

7. City Council Ordinance No. 2025-2340 (final reading) - An ordinance of the City of Lake City, Florida, concerning Code Enforcement and Forgiveness of Code Enforcement Liens amending the definition of "violator" in Chapter 2, Article X, Section 2-413 of the City of Lake City, Florida Code of Ordinances; providing for lien forgiveness and forgiveness of fines and liens associated with Code Enforcement proceedings by amending Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances; providing for severability; providing for codification and scrivenor's errors; providing for conflicts, and providing an effective date.

Passed on first reading 10/6/25

Close Public Hearing

Adopt City Council Ordinance No. 2025-2340 on final reading

Open Public Hearing

8. City Council Ordinance No. 2025-2342 (final reading) - An ordinance of the City of Lake City, Florida, relating to the presence of minors in businesses selling alcoholic beverages; repealing Chapter 6, Section 6-5 of the City of Lake City Code of Ordinances in its entirety; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Passed on first reading 10/6/25

Close Public Hearing

Adopt City Council Ordinance No. 2025-2342 on final reading

Resolutions - None

Other Items

9. Lake Shore Hospital/Meridian Update (City Attorney Clay Martin)

New Business

Ordinances

10. City Council Ordinance No. 2025-2327 (first reading) - An ordinance pertaining to solid waste services and management within the City of Lake City; providing updated definitions; establishing provisions related to third-party and contractor-generated waste; establishing provisions related to storm debris waste contractors; establishing a contractor registration process for declared states of emergency; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

11. City Council Ordinance No. 2025-2341 (first reading) - An ordinance of the City of Lake City, Florida, relating to the use of a Speed Detection System in school zones in the City of Lake City, Florida; creating Chapter 98, Article V, Section 98-85 of the City of Lake City Code of Ordinances entitled "School Speed Zone Infractions" which authorizes a school speed zone speed enforcement program and use of Speed Detection Systems; providing program implementation requirements; designating school zones and enforcement; providing legislative findings; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Resolutions

12. City Council Resolution No. 2025-147 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Spyglass Group, LLC., an Ohio Limited Liability Company, for auditing services to analyze primary telecommunications service accounts; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

13. Discussion - Animal Control (Council Member James Carter)

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

Members of the public may also view the meeting on our YouTube channel at: https://www.youtube.com/c/CityofLakeCity

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Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS*: Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the* ***City Manager's Office at (386) 719-5768*****.**

File Attachments for Item:

1. City Council Resolution No. 2025-145 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Law Enforcement to the City of Lake City; providing funding for the purchase of two drones to be utilized by the Lake City Police Department; making certain findings of fact in support of the City accepting such funds and adopting said Grant Award Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Drone Replacement Financial Assistance Grant – Accept and Spend

DEPT / OFFICE: Lake City Police Department

Originator: Chief Gerald Butler		
City Manager Don Rosenthal	**Department Director** Chief Gerald Butler	**Date** 10/7/25

Summary Explanation & Background:
On September 18, 2025 the Lake City Police Department was awarded the Drone Replacement Financial Assistance Grant from the Florida Department of Law Enforcement. This grant is for the purchase of two drones for a total of $50,000.00. We plan on purchasing two drones and train four operators to assist with the location and apprehension of fleeing suspects, lost/missing individuals, community events, crime scene and accident scene reconstruction along with officer/community safety.

The Lake City Police Department is in the Third Judicial Circuit and would assist surrounding agencies with these resources when requested.

Alternatives:
Not to Accept Grant

Source of Funds:
Florida Dept. of Law Enforcement (FDLE)

Financial Impact:
N/A

Exhibits Attached:
Drone Replacement Financial Assistance Agreement between Florida Department of Law Enforcement and City of Lake City.

CM/rrp
10/07/2025

RESOLUTION NO 2025 – 145

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING GRANT FUNDS AWARDED BY THE STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO THE CITY OF LAKE CITY; PROVIDING FUNDING FOR THE PURCHASE OF TWO DRONES TO BE UTILIZED BY THE LAKE CITY POLICE DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SUCH FUNDS AND ADOPTING SAID GRANT AWARD AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") City Council adopted Resolution 2024-069 (the "Grant Application Resolution") setting forth the criteria for the City Manager to apply for grant funds without approval of the City Council; and

WHEREAS, the City of Lake City (the "City") by and through the Lake City Police Department (the "Department") applied for grant funds from the State of Florida Department of Law Enforcement (the "Agency") in compliance with the Grant Application Resolution; and

WHEREAS, the City was awarded grant funds from the Agency in the amount of $50,000 (the "Awarded Funds"); and

WHEREAS, the Awarded Funds will be used to purchase two drones to assist trained officers of the Department with the location and apprehension of fleeing suspects, lost or missing individuals, community events, crime scene and accident scene reconstruction along with officer and community safety; and

WHEREAS, as a condition of accepting the Awarded Funds the City must adopt and execute the Grant Award Agreement in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, the Department desires to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and

WHEREAS, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should

be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules, regulations, and directives as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. The Department is authorized to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Lake City

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, .The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)
Name: Robert Milligan
Title: Lieutenant
Phone: 386-365-3735
Email: milliganr@lcflapd.com

Chief Official
(please print)
Name: Noah Walker
Title: Mayor
Phone: 386-719-5756
Email: walkern@lcfla.com

Financial Contact:
(please print)
Name: Angie Taylor-Moore
Title: Finance Director
Phone: 386-719-5844
Email: taylora@lcfla.com

Alternate Point-of- Contact
(please print)
Name: Gerald Butler
Title: Chief of Police
Phone: 386-758-5438
Email: butlerg@lcflapd.com

Recipient's Vendor ID (FEID/EIN): 59-6000352

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Lake City
Address 1: 205 NW Marion Ave.
Address 2: 225 NW Main Blvd.
City, State, Zip: Lake City Florida 32055

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 9/18/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Lake City Police Department

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 9/10/2025

Printed Name and Title: Noah Walker, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X212
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Lake City Police Department **County:** Columbia*

1. Recipient Type (select all that apply):

   ✓ New Recipient (no funds received under this program)
   ✓ Located in a fiscally constrained county
   None of the above

2. How many drone pilots do you currently have on staff? 0

3. How many additional pilots are you seeking to train/certify? 4

4. How many compliant drones do you currently have in your fleet? 0

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00 per drone)

   Provide any additional information we should consider when reviewing this request.

   The City of Lake City is the only major city within Columbia County. During business hours, the city has an approximate service population of 50,000 people with residents and visitors of the city. The Lake City Police Department does not currently have a drone program. We are planning on purchasing two drones to assist with the location and apprehension of fleeing suspects, lost/missing persons, community events and officer safety. The Lake City Police Department is in the Third Judicial Circuit and would assist surrounding agencies with these resources when requested.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: [signature] **Date:** 9/10/25

Name/Title: Robert Millisan Lieutenant

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $50,000

[signature] 9/18/25

Authorized Official Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

EXHIBIT TO RESOLUTION

File Attachments for Item:

2. City Council Resolution No. 2025-148 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and NV5 Geospatial, Inc., a Wisconsin Corporation, for certain information technology products and services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Information Technology and Professional Services (Piggyback - GSA)

DEPT / OFFICE: GIS

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Jason Dumas	10/02/2025

Recommended Action:

Approve a piggyback contract for GIS Support Block offered by NV5 Geospatial, Inc.

Summary Explanation & Background:

The General Services Administration (GSA) is allowing local government to piggyback off this contract per Schedule 70 (IT products and services). The contract was awarded to NV5 Geospatial, Inc effective on November 6, 2022. The term of this contract is in effect until November 5, 2027, with option for up to two (2) additional five (5) year renewals. This contract will be used to provide GIS support on-demand to the City.

Alternatives:

Decline to piggyback.

Source of Funds:

410.70.536-030.49

Financial Impact:

$45,000.00

Exhibits Attached:

Piggyback Contract (NV5 Geospatial, Inc.), Proposal

CM/rrp
10/07/2025

RESOLUTION NO 2025 - 148

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND NV5 GEOSPATIAL, INC., A WISCONSIN CORPORATION, FOR CERTAIN INFORMATION TECHNOLOGY PRODUCTS AND SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for certain information technology products and services relating to Geographic Information System ("GIS") support (the "Products & Services"); and

WHEREAS; the General Services Administration negotiated a contract with NV5 Geospatial, Inc., a Wisconsin corporation (the "Vendor") to supply the Products & Services pursuant to US General Services Administration Schedule 70; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by the General Services Administration; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with the General Services Administration; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should

be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

NV5 Geospatial Inc
10033 MLK Street N, Suite 200
St. Petersburg, FL 33716

(the "Vendor").

WITNESSETH:

WHEREAS, on **November 6, 2022 General Services Administration** (the "Original Procuring Government") awarded **47QSMD20R0001 for Information Services and Professional Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the original procurement bid and contract documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract

should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **November 5, 2027.** The Original Procurement Bid and Contract provides for two **(2) renewals of five (5) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

   As needed at the City's request for repairs.

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

NV5 GEOSPATIAL INC

_____

By _____, its

_____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

Solicitation Document

Title : **Multiple Award Schedule**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0029**

Created on August 28, 2025

Introduction

A. Solicitation Number: 47QSMD20R0001

B. Refresh Number: 0029

C. For an outline of significant changes, please see "SF30 Attachment"

D. Download the solicitation from link here:

https://sam.gov/opp/9529ac81c4f646b9ba7af6d32d0514c9/view

We appreciate your interest in the Multiple Award Schedule (MAS) Program.

Under MAS, the General Services Administration (GSA) establishes long-term Government-wide contracts with commercial firms to provide government buyers with access to a wide variety of commercial supplies, services, and solutions.

In order to download and view the current solicitation (47QSMD20R0001) posted on the SAM.gov website; please go to the following link. You will see the following "NOTE" at the top of the page: Note: There have been new actions to this contract opportunity. To view the most recent action, please click here.

By clicking here, you will be brought to the latest Solicitation and Large Category Attachments.

The 01 - Solicitation link will take you to the current Schedule which contains Instructions Applicable to All Offerors. The Large Category Attachments (02 - 13) outline additional evaluation criteria, requirements and information specific to the category, subcategory, or Special Item Numbers only. For a list of required MAS templates and attachments, please visit the Required templates for a MAS offer page. For category specific attachments and templates, please visit the Multiple Award Schedule page (the table located in the middle of the homepage provides the required additional attachments by large category).

Before you submit your offer, please visit the MAS Roadmap (www.gsa.gov/masroadmap). This page will help you understand the offer submission process, what it means to have a Schedule contract and if it is right for you. Please familiarize yourself with this information prior to completing your offer in GSAs eOffer system (https://eoffer.gsa.gov/).

All offers shall be submitted electronically via eOffer at https://eoffer.gsa.gov/ Please visit the eOffer site for the latest information on how to access the system and submit an offer. Additional industry guidance can be found at the Vendor Support Center (http://vsc.gsa.gov/).

Need Assistance? Please visit our MAS Resources page for additional support.

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulation(s) from previous refresh are listed below

Number	Title	Clause/Provision
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
552.216-70	ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999)	Clause
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (OCT 2014)	Clause
I-FSS-969	ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II - JUL 2016)	Clause

552.216-70	ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016)	Clause
52.225-2	BUY AMERICAN CERTIFICATE (OCT 2022)	Provision

The added regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
552.238-120	Economic Price Adjustment - Federal Supply Schedule Contracts (SEP 2024)	Clause

The updated regulation(s) in new refresh are listed below

Number	Title	Clause/Provision
SCP-FSS-001	INSTRUCTIONS APPLICABLE TO ALL OFFERORS (AUG 2025)	Provision

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in $

The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in $
3FURNISH	3FURNISH Commercial Office Furnishings (SBSA)	$0
3331SBSA	3331SBSA Clearing Equipment (SBSA)	$0
33721SBSA	33721SBSA Storage (SBSA)	$0
314110SBSA	314110SBSA Carpet Flooring (SBSA)	$0
337122OSB	337122OSB Park, Recreational & Outdoor Furniture (SBSA)	$0
337122SBSA	337122SBSA Household, Dormitory & Quarters Furniture (SBSA)	$0
337127CFSB	337127CFSB Cafeteria and Food Service Furniture (SBSA)	$0
337127CISB	337127CISB Correctional Institution Furniture (SBSA)	$0
337127LFSB	337127LFSB Library Furniture (SBSA)	$0
337127TLSB	337127TLSB Tables and Lecterns (SBSA)	$0
337215MSB	337215MSB Mail Sorting and Distribution Furniture (SBSA)	$0
337215SBSA	337215SBSA Wall Units and Displays SBSA	$0
492210SB	492210SB Local Courier Delivery Services (SBSA)	$0
561320SBSA	561320SBSA Temporary Staffing (SBSA)	$0

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Section I. Offer Preparation Instructions and Evaluation Criteria

This section outlines the information that all offerors must provide to GSA in order to be considered for award under the MAS Solicitation.

Additional information or requirements that apply to specific categories of products and services are noted in the specific category attachments included as part of the solicitation package. Please make sure you know what large category or categories and Special Item Number/s (SIN/s) you will be submitting under your offer, prior to beginning the eOffer process and submitting your offer. The specific large categories, subcategories, and SINs will dictate additional requirements for your offer and additional clause requirements that will flow down to your contract. Please read these instructions and requirements thoroughly. All this information will be reviewed as part of your Schedule offer. All offer information must be submitted in the GSA eOffer system (http://eoffer.gsa.gov).

Section IA. Instructions to Offerors

The solicitation provision SCP-FSS-001 outlines the administrative, technical, and pricing elements that are required as part of all offer submissions.

Begin Regulation

SCP-FSS-001 Instructions Applicable to All Offerors (Aug 2025)

(a) Read the entire solicitation document prior to preparing your offer. The Government will consider award to a responsible offeror whose offer conforms to all solicitation requirements, is determined technically acceptable and whose prices are determined fair and reasonable. The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

(b) Electronic submission of offers via GSA's eOffer web-based application is mandatory. Offerors must use FAS ID Multi-Factor Authentication (MFA) to access eOffer. Offerors should have at least two Authorized Negotiators who are "Authorized to Sign." While offerors may use consultants, one Authorized Negotiator must be an employee of the company. To obtain a FAS ID and enroll in the MFA process, please utilize the FAS ID User Guide. Offerors are advised to review the MAS Roadmap site prior to submitting an offer.

(c) Offers must be current, accurate, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer:

(1) The offeror has not taken exceptions to the terms and conditions of this solicitation unless explicitly identified in eOffer (see "exceptions to Terms and Conditions" under the Standard Response module).

(2) The offeror understands and agrees to comply with the requirements of all clauses and provisions. Failure to comply with applicable clauses and provisions will result in rejection of the offer. Offerors are responsible for ensuring that their offers meet ALL solicitation requirements and should not assume that deficient items will be clarified prior to the offer being rejected.

(3) The offeror understands and agrees to comply with the requirements of GSAR clause, *552.238-80 Industrial Funding Fee and Sales Reporting* OR GSAR clause 552.238-80, *Industrial Funding Fee and Sales Reporting (Alternate I)(Deviation)* if participating in Transactional Data Reporting (TDR) (see paragraph (f) below for more information on TDR).

(d) Existing Federal Supply Schedule (FSS) Program contractors, and any small business who does not have its own FSS program contract but is performing under an existing FSS program joint venture contract as a joint venture partner, can submit streamlined offers provided that the contractor meets ALL of the following criteria:

(1) The FSS Program contractor has an active FSS program contract under this Schedule and is submitting a new offer under the same Unique Entity Identifier (UEI) for the same, or a subset of, the Special Item Numbers (SINs) currently awarded under its active FSS program contract.

(2) Sales under the existing contract comply with clause I-FSS-639, *Contract Sales Criteria* for the previous five years of reported sales.

(3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(4) **Only applicable to a small business who does not have its own FSS program contract but is performing under an active FSS program joint venture contract as a joint venture partner.** A small business performing under an active FSS program joint venture contract as a joint venture partner may submit a streamlined offer as long as the

existing FSS program joint venture contract meets the requirements at (d)(1)-(3). **Note:** The small business may only submit an offer for SINs under which it performed as a joint venture partner under the FSS program joint venture contract. The Unique Entity Identifier (UEI) of the small business must not be the same as "the contractor" under the FSS program joint venture contract.

(e) A current FSS contractor can submit an offer for a new contract under this Schedule at any time during the existing contract's period of performance. Typically, the award of a new contract will result in the cancellation of the existing contract upon award. However, if the contractor has one or more active Blanket Purchase Agreements (BPAs) or has submitted quotes and is awaiting an award decision, it is eligible for the award of a new contract that is allowed to overlap and run alongside the existing one. This is referred to as holding continuous contracts.

Holding continuous contracts enables the FSS contractor to complete work under BPAs established under the existing contract, while utilizing the new contract for new business opportunities. A contractor that wishes to hold continuous contracts must complete and upload the Request to Hold Continuous Contracts solicitation attachment to address the below items. See MAS Roadmap.

(1) Indicate with its offer that it wishes to hold continuous contracts, along with a listing of all active submitted quotes and established BPAs under the existing contract. For each, the contractor must include the ordering activity name and point of contact, Quote/BPA number and period of performance (including options).

(2) Assist the FSS contracting officer in determining the proper cancellation date for the existing contract. The existing contract is to be canceled the day after the final day of the ordering period for the active BPA. In situations where multiple BPAs are active, the cancellation date should be based on the last remaining BPA.

(3) Agree not to use the existing contract to compete for new business opportunities after the new contract is awarded.

In addition to completing the Request to Hold Continuous Contracts solicitation attachment, all other criteria outlined on the MAS Roadmap must be met. Failure to comply with all proposal instructions may result in rejection of the offer.

(f) This solicitation includes Transactional Data Reporting (TDR), which requires contractors to electronically report line item data elements for items or services purchased through contracts covered by TDR (see GSAR clause 552.238-80 (Alternate I)(Deviation)). TDR participants are not required to provide Commercial Sales Practices (CSP) disclosures or to monitor price reduction violations in accordance with GSAR clause 552.238-81, *Price Reductions*. Special proposal instructions for TDR participants are detailed herein.

TDR is required for all eligible SINs and the Cloud SIN (518210C) - see the Available Offerings solicitation attachment for a detailed list of mandatory TDR SINs. Note: If an offer is for at least one TDR-eligible SIN, then the entire contract is subject to TDR terms and conditions for the remainder of the contract, including any option periods.

(g) In addition to compliance with the proposal instructions herein, the offeror must also comply with any additional SIN or category specific instructions specified in the solicitation, as applicable. Failure to comply with all proposal instructions will result in rejection of the offer.

(h) Withdrawal of Offer: The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding previously uploaded documents.

(i) Rejection of Offer: If a new offer is submitted after a previous rejection, a response to the rejection letter and the rejection letter itself must be included with the offer. The response letter must be on company letterhead (signed by an authorized negotiator) and include a response for each Rejection and Clarification point or the new offer may be rejected at the

discretion of the Contracting Officer.

(j) All offerors must comply with the following (unless annotated otherwise). See MAS Roadmap for a detailed MAS Offer Review Checklist.

(1) **Section I – Administrative/Contract Data**

i. **Applicable to both product and service offers.** The offeror must complete the *Pathways to Success* training*. The *Pathways to Success* training must be completed by a designated Authorized Negotiator who is also an employee of the company submitting the offer within one year of the date of offer submission. This free training is available through the MAS Roadmap. The training session is approximately four hours total and covers the major factors prospective contractors should consider prior to submitting an offer to GSA. The offeror must acknowledge, through eOffer, that the training has been completed within the past year at the time of offer submission.

* The requirement to complete the *Pathways to Success* training does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, or to a small business performing under an active FSS program joint venture contract as a joint venture partner see (d) 1-4.

ii. **Applicable to both product and service offers.** The offeror must complete the *Readiness Assessment for Prospective Offerors**. The *Readiness Assessment* must be completed by a designated Authorized Negotiator who is also an employee of the company submitting the offer within one year of the date of offer submission. This free self-assessment is available through the MAS Roadmap. This assessment is designed to assist prospective contractors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule offer process. The offeror must acknowledge through eOffer that the assessment has been completed within the past year at the time of offer submission.

*The requirement to complete the *Readiness Assessment for Prospective Offerors* does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, or to a small business performing under an active FSS program joint venture contract as a joint venture partner see (d) 1-4.

iii. **Applicable to both product and service offers.** The offeror must be registered with the System for Award Management (SAM). The information provided must be current, accurate, and complete, and reflect at least one of the North American Industry Classification System (NAICS) code(s) for each SIN proposed.

Offers from joint ventures. A joint venture offeror must be a separate legal entity registered in SAM under its own UEI and CAGE code. The joint venture offeror cannot share a UEI or CAGE code with any of its joint venture partners.

iv. **Applicable to both product and service offers.** If an offeror was previously awarded a Schedule contract, and it was subsequently canceled or allowed to expire due to low sales or non-compliance with other contract terms and conditions, provide a detailed description of the steps the offeror plans to take to remain in good standing if awarded a new contract. The description must include the following:

Offers from joint ventures: This requirement applies to a JV offeror, as further specified below, if the JV entity or one or more JV partner(s)' previous Schedule contract(s) was canceled or allowed to expire due to low sales or non-compliance with other contract terms and conditions.

(A) A copy of the cancellation letter or notification of determination not to exercise an option.

(B) If the offeror's previous Schedule contract did not comply with

clause I-FSS-639, *Contract Sales Criteria*, submit Federal sales (either as a prime or subcontractor) awarded within 12 months of offer submission that individually or in the aggregate exceed $25,000, for products/services that are within scope of one or more of the offered SINs. Sales must be evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided, OR a written customer agency request for the offeror's specific products or services to be available on Schedule.

Offers from joint ventures: JV entities, and JV entities with JV partner(s) whose previous Schedule contract(s) did not comply with clause I-FSS-639, may satisfy the requirements outlined in this paragraph by submitting Federal sales awarded to the JV entity or the JV partner(s).

(C) If the offeror, or JV partner(s)' previous Schedule contract did not comply with clause I-FSS-639, *Contract Sales Criteria*, demonstrate that there is a reasonable expectation that any future award will comply with clause I-FSS-639, *Contract Sales Criteria*.

(D) A narrative describing your marketing strategy and steps you will take to ensure you meet the minimum sales requirement and/or the steps you will take to ensure compliance with contract terms and conditions. (limit 2 pages, 1.15 space, times new roman, size 10 font, one inch margins).

Note: If the offeror was previously awarded a Schedule contract that was canceled or allowed to expire due to non-compliance with contract terms and conditions (includinglow sales), a new offer, for any SIN(s), will not be considered unless a minimum of 24 months have passed since the cancellation effective date or the expiration date of the previous contract. Any offer submitted prior to the completion of this 24-month period will be rejected.

Offers from joint ventures: The 24-month waiting period does not apply to JV offers when a JV partner(s)' previous Schedule contract(s) was canceled or allowed to expire due to low sales; however, the JV offeror must meet the requirements in paragraphs (A) through (D) above.

The 24-month waiting period applies to a JV offer if (1) the JV entity's previous Schedule contract was canceled or allowed to expire due to non-compliance with contract terms and conditions (including low sales); or (2) the JV partner(s)' previous Schedule contracts were canceled or allowed to expire due to non-compliance with contract terms and conditions other than low sales.

v. **Applicable to both product and service offers.** The offeror must provide annual financial statements* for the previous two-years (audited, if available), unless submitting under Startup Springboard.** At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 Contractor's Qualifications and Financial Information does not meet the aforementioned requirements, and 2.) offerors must NOT submit tax returns.

*The requirement to provide financial statements does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, or to a small business performing under an active FSS program joint venture contract as a joint venture partner see (d) 1-4.

****Startup Springboard.** Offerors with less than two (2) years of corporate experience must provide financial documentation that demonstrates the Offeror's financial responsibility. If no financial statements exist, the contracting officer, after submission, may request additional documentation.

The GSA contracting officer (CO) is required to make a determination of financial responsibility as indicated above. Financial documentation submitted by the Offeror in lieu of financial statements must provide the required information to make this determination.

Offers from joint ventures. The Startup Springboard process is available for joint venture offerors with less than two years of corporate experience. When evaluating financial responsibility, the CO will consider financial documentation of the joint venture partners in addition to any financial documentation of the joint venture entity itself.

vi. **Applicable to both product and service offers.** If the offeror is other than a small business, the offeror must prepare and submit a Small Business Subcontracting Plan, as detailed in FAR clause 52.219-9, *Small Business Subcontracting Plan*. The Small Business Subcontracting Plan must be submitted through the Subcontracting Module in eOffer. The Government will review each plan to ensure it is consistent with this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

The preponderance of work SIN will determine the business size of the offeror at the contract level.

The following information is provided for reference only:

SBA’s definition of a small business concern can be found via the following link: SBA Size Standards.

GSA’s subcontracting goals can be found via the following link: GSA Subcontracting Goals.

vii. **Applicable to both product and service offers.** The offeror must not submit brochures, newsletters, or other marketing materials.

viii. **Applicable to both product and service offers.** An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations). Regardless of signature authority, all Authorized Negotiators must obtain a FAS ID and enroll in the Multi-Factor Authentication (MFA) process to access eOffer.

ix. **Applicable to both product and service offers.** Section 508 Standards. Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it must be accessible to people with disabilities. Federal employees and members of the public who have

disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

x. **Applicable to both product and service offers.**

(A) All proposed products and services must comply with the Trade Agreements Act (TAA). The country of origin for services is the country in which the firm providing services is established. It is the responsibility of the offeror to identify the product's country of origin. When an item consists of components from various countries and the components are assembled in an additional country, a test to determine country of origin is "substantial transformation" (reference FAR 25.001(c)(2)). The offeror may request an opinion from a third-party expert or make the determination itself. Offerors can go to The Office of Regulations and Rulings within U.S. Customs and Border Protection (CBP), which is the Federal agency responsible for making final substantial transformation determinations (reference 19 CFR Part 177 Subpart B).

xi. **Applicable to product offers.** Supplier Authorization and Letter of Supply Requirements.

If the offeror is not the manufacturer of the products being proposed, the offeror may only propose products it is authorized to distribute. See clause I-FSS-644, *Products Offered and Sold by Vendors Other Than the Manufacturer* for details.

(A) GSA's Verified Products Portal (VPP) captures supplier authorization information directly from participating manufacturers and their authorized partners. The VPP enables automated verification and enforcement of supplier authorization and reduces the burden on offerors to provide individual Letters of Supply. Offerors are encouraged to check the Verified Products Portal Participation Dashboard to see if their applicable manufacturer (or authorized partner) is providing supplier authorization data in the VPP. For more information on the VPP, visit GSA's VPP page.If the manufacturer is a VPP participant, **no Letter of Supply is required**. The Government will utilize available VPP data to verify that the offeror is authorized to sell proposed products. The supplier authorization data in the VPP is authoritative and takes precedence over all other evidence, to include Letters of Supply.

(B) If the manufacturer is not a VPP participant, for offers under Information Technology (Category F) and Printing and Photographic Equipment (Subcategory A10 under Category A), only, the offeror must upload a Letter of Supply to eOffer. Failure to provide an acceptable Letter of Supply may result in rejection of the offer. A Letter of Supply template is provided as a solicitation attachment. For all other offers, no **Letter of Supply is required** with the offer; the Contracting Officer may request such additional information from the offeror as necessary in order to determine the offeror's compliance with I-FSS-644.

(C) **Offers from joint ventures.** If the joint venture offeror will not source the offered product(s) itself (e.g., unpopulated which means joint venture offeror does not have its own separate employees to perform contracts awarded to the joint venture), the joint venture offeror must either provide evidence that the joint venture partner sourcing the product(s) is authorized under VPP as described in Section (A) above; or, the joint venture offeror must submit a Letter of Supply from the manufacturer as described in Section (B) above for the joint venture partner sourcing the product(s).

xii. **Applicable to product offers.** GSA continuously gathers information related to

product availability in order to mitigate potential customer issues. If an item appears to be obsolete the GSA may request additional information, such as confirmation of sufficient availability of supply. However, given the risk (i.e. security vulnerabilities as well as legal and regulatory compliance issues) of using obsolete items, particularly Information Communication Technology (ICT) equipment, the Contracting Officer may decide the item should not be offered under the MAS program and will not award such item(s).

xiii. **Applicable to product offers.** Products that are solely compatible with products that are prohibited for national security reasons (e.g., FAR clauses 52.204-23; 52.204-25; and 52.204-30) may not be offered under MAS contracts. “Solely compatible products” are items that can only fulfill their intended purpose in conjunction with another product(s). For example, a small pluggable module that only functions with a covered telecommunications equipment as defined in FAR 52.204-25 is considered to be solely compatible with a prohibited product. These products do not add value to the MAS program since the products they are designed to support cannot be purchased or used by GSA customers.

xiv. **Applicable to product offers.** If the offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contracts awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

xv. **Applicable to product offers.** AbilityOne Program Products. The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to offer AbilityOne products, (i.e., items listed on the AbilityOne Procurement List) under the MAS Solicitation) a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission. The Government will utilize available VPP data to verify the offeror is an authorized AbilityOne Program distributor.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror must not include any ETS items in its FSS proposal. Offerors can search identified ETS products on the AbilityOne website. For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit the AbilityOne site or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/703-785-6404.

Offers from joint ventures. If the joint venture offeror will not source the offered product(s) itself (e.g., unpopulated which means joint venture offeror does not have its own separate employees to perform contracts awarded to the joint venture), the joint venture offeror must provide evidence that the joint venture partner(s) sourcing the products on the AbilityOne Procurement List is an authorized distributor under the AbilityOne Program. The joint venture offeror must also submit evidence of the AbilityOne Commission’s concurrence with the joint venture partner(s) providing products on the AbilityOne Procurement List on behalf of the joint venture entity.

xvi. **Applicable to product offers.** Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the offer may be rejected and/or the associated 12product(s) may not be awarded.

xvii. **Applicable to product offers.** Offerors are advised that following contract award, Schedule contractors offering products under designated Special Item Numbers (SINs) must submit detailed electronic contract data, such as, but not limited to, Universal Product Codes (UPC) and product photos for each item offered on GSA Advantage! using the Schedule Input Program (SIP), Electronic Data Interchange (EDI) or other common-use electronic medium prescribed by GSA.

Contractors must follow the detailed guidance and requirements provided on the MAS 'Requirements after getting a MAS contract' page when submitting electronic contract data for inclusion on the GSA Advantage! website.

xviii.**Applicable to product offers.** GSA Advantage Purchase Order (PO Portal). The offeror must use EDI, cXML or the GSA Advantage Purchase Order (PO) Portal to provide order acknowledgment information that enables ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. **Note: Contractors must provide a valid status for each order line no later than the specified number of days established as the 'Normal Delivery Terms' of the contract.** The GSA Advantage Purchase Order (PO) Portal gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies. For more information on the PO portal review the PO Portal help guide.

xix. **Applicable to product offers**. Frustrated Freight. GSAR Clause 552.211-73, Marking, establishes marking and labeling requirements for shipping Federal Government orders. The Government reserves the right to require sample electronic versions of all documents (including but not limited to: Military Shipping Labels, Packing Lists, Unit Level Markings, HAZMAT related documents, etc.) that are required for compliance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance.

xx. **Applicable to both product and service offers from joint ventures.**

(A) Under the FSS program, a joint venture partner can hold its own FSS program contract as well as be a joint venture partner in a maximum of three different joint venture FSS program contracts, with the exception that the same joint venture partners cannot hold multiple FSS program contracts.

(B) All joint venture offerors, regardless of size status, must complete the All Joint Venture section and Appendix A of the Joint Venture Solicitation Attachment available on the MAS Roadmap site. The Joint Venture Solicitation Attachment includes specific requirements only applicable to joint venture offerors

(1) Due to current system restrictions in SAM which inhibit proper completion of FAR 52.212-3(p) (also see FAR 52.204-17 Ownership or Control of Offeror), Offeror Representations and Certifications - Commercial Products and Commercial Services, **all** joint venture offerors must complete Appendix A of the Joint Venture Solicitation Attachment and ensure **each** joint venture partner who is an immediate owner and/or highest-level owner is identified as required.

(C) In addition to the All Joint Ventures section and Appendix A, all joint venture offerors representing themselves as a small or socioeconomic category must complete the Small Business Joint Venture section of the Joint Venture Solicitation Attachment, and Appendix B (as applicable):

(1) Joint venture offerors representing themselves as a socioeconomic category and all mentor-protégé joint venture offerors (regardless of whether they represent themselves as small or a socioeconomic category) must complete the Statement of Assurance under Appendix B of the Joint Venture Solicitation Attachment.**

Note: Appendix B of the Joint Venture Solicitation Attachment is not required to be completed by a small business joint venture offeror where the joint venture is between two or more **small businesses who **are not** socio-economic joint ventures or mentor-protégé joint ventures (see 13 CFR 125.8(d)).

Failure to submit the Joint Venture Solicitation Attachment (and any required documents addressed in the attachment) to eOffer in accordance with the attachment instructions may result in the rejection of your offer.

(2) **Section II – Technical Proposal**

The offeror must address the four technical proposal factors below. Note that Factors One, Three and Four must be completed directly through eOffer. The submission of uploaded documents to address Factors One, Three and Four will not be considered.

i. **Applicable to both product and service offers.** Factor One - Corporate Experience*: The offeror must provide a narrative description of its corporate experience including all information below. Note that the narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Corporate Experience will not be considered.

(A) A minimum of two (2) years of corporate experience is required unless submitting under Startup Springboard.**

****Startup Springboard:** Offerors with less than two (2) years of corporate experience, must submit additional information that demonstrates their ability to manage a company and provide the products/services described under this Schedule. (i.e. information on the professional management and project experience of company executives and key personnel)

Offers from joint ventures. The Startup Springboard process is available for joint venture offerors **with less than two (2) years of corporate experience**. The information required by the Startup Springboard process must be provided for the joint venture entity and/or each of the joint venture partners (each joint venture partner must be addressed in the narrative submitted).

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational (e.g. organizational chart, list of key departments) and accounting controls (e.g. processes and/or systems in place),

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of the marketing strategy that will be used to reach Federal ordering activities,

(G) A description of the intended use of subcontractors.

*The requirement to provide a Corporate Experience narrative does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, or to a small business performing under an active FSS program contract as a joint venture partner see (d) 1-4.

ii. **Applicable to both product and service offers.** Factor Two - Past Performance*: Past performance information is one indicator of an offeror's ability to perform the contract successfully. Offerors must demonstrate a pattern of past performance in accordance with the instructions below.

(A) Offerors with three (3) or more interim or final contractor performance assessment reports available in the federal Contractor Performance Assessment Reporting System (CPARS) must verify in eOffer that they have three (3) or

more assessment reports available in CPARS that represent:

(1) contracts or orders ongoing*** or completed within three (3) years of the date of offer submission;

(2) at least three (3) distinct orders and/or contracts; and

(3) work similar in scope to products/services included in this solicitation.

***For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed.

The offeror must address any negative feedback in the contractor performance assessment reports not previously documented in the CPARS report. Offerors may access CPARS to view previously completed evaluations.

If unable to meet these criteria, the offeror must submit a list of relevant customer references and completed Past Performance Questionnaires (PPQ) in accordance with paragraph (B) below.

(B) Offerors that do not have any CPARS reports that meet the criteria in paragraph (A) must upload a list of three (3) relevant customer references and three (3) completed Past Performance Questionnaires (PPQ) to eOffer. Offerors with fewer than three (3) CPARS reports that meet the criteria in paragraph (A) must supplement those reports with additional relevant customer references and completed PPQs. The offeror must submit a total of three (3) past performance references from three (3) distinct orders and/or contracts. For example:

1. Offerors with one CPARS report that meets the criteria in paragraph (A) must submit two (2) additional customer references/completed PPQs.

2. Offerors with two CPARS reports that meet the criteria in paragraph (A) must submit one (1) additional customer reference/completed PPQ.

3. Offerors with no CPARS reports that meet the criteria in paragraph (A) must submit three (3) customer references/completed PPQs.

Relevant customer references are defined as customers for whom the offeror has performed work similar in scope to products/services included in this solicitation. Relevant customer references must be associated with three (3) distinct orders and/or contracts and the work referenced must have been completed within three (3) years of the date of offer submission. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed. For each reference listed, the offeror must identify the following:

(1) Customer name;

(2) Customer point of contact (including name, phone, and email address);

(3) Brief description of work performed and the offeror’s role;

(4) Dollar value of project; and

(5) Period of performance.

If the offeror does not have three (3) relevant customer references from three (3)

distinct orders and/or contracts, the offeror may substitute customer references for relevant work performed by predecessor companies or key personnel.

The Past Performance Questionnaires must be completed in their entirety by the offeror's relevant customer references prior to proposal submission. If a customer reference will only complete a PPQ at the request of an FSS Contracting Officer (CO), the offeror can upload a signed letter instead of a completed PPQ which states the relevant customer reference will provide a completed PPQ when requested by the FSS CO. If the offeror fails to upload either the completed Past Performance Questionnaires or the aforementioned letter with its proposal in eOffer, the proposal may be rejected.

A relevant customer reference must either complete the Past Performance Questionnaire template published on the MAS Roadmap site or address all of the evaluation areas outlined in the template in a format of their own choosing. Offerors are advised that GSA may contact a customer reference to discuss information provided by a customer reference in a Past Performance Questionnaire.

*The requirement to provide Past Performance Information does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, or to a small business performing under an active FSS program contract as a joint venture partner see (d) 1-4.

Offers from joint ventures. If the joint venture offeror cannot demonstrate past performance, the joint venture offeror must provide the information required for **each** joint venture partner in accordance with the instructions above. If the joint venture offeror is a mentor-protégé joint venture or a socioeconomic joint venture, the protégé or socioeconomic category joint venture partner(s) must verify at least one contractor performance assessment report (available in CPARS) in eOffer in accordance with the instructions under (A) or submit at least one customer reference and one (1) past performance questionnaire in accordance with the instructions under (B). The mentor, or other joint venture partner(s) in a socioeconomic joint venture, must satisfy the remaining past performance requirements.

iii. **Applicable to both product and service offers.** Factor Three - Quality Control: The offeror must provide a Quality Control narrative that addresses the information below. The offeror must provide a single narrative for this factor, regardless of the number of products/services offered. Note that this narrative must be completed directly through the eOffer application by responding to the eOffer prompts; separate attachments addressing Quality Control will not be considered.

(A) A description of internal review procedures that facilitate high-quality standards,

(B) Identification of individuals responsible for ensuring quality control,

(C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,

(D) How potential problems areas and solutions are handled,

(E) The procedures for ensuring quality performance when meeting urgent requirements,

(F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

iv. **Applicable to service offers.** Factor Four – Relevant Project Experience: The offerors must submit a narrative demonstrating relevant project experience by responding to the Relevant Project Experience prompts in eOffer. A narrative is

required for each proposed services SIN when proposing services and must include the following:

(A) A description of one (1) relevant project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multi-year task orders, at a minimum, the first year must have been completed. Note: Specific services may have additional requirements under Factor Four. Offerors must also refer to SIN or category specific instructions, for additional Factor Four requirements.

The project description must also address the following elements:

(1) Detailed description of SIN relevant work performed and results achieved

(2) Methodology, tools, and/or processes utilized in performing the work

(3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.

(4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays

(5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN

(6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN relevant work. All examples of completed services must have been deemed acceptable by the customer.

If the offeror was previously awarded a Schedule contract for these services that was allowed to expire due to low or no sales, the offeror's relevant project must be a Federal prime contract valued in excess of $25,000.

(B) For each project description, must also provide the following customer reference information:

(1) Customer/client name

(2) Project name/contract number

(3) Customer point of contact for project

(4) Point of contact phone number and email

(5) Project performance period (include begin/end dates)

(6) Dollar value of the entire project

(7) Dollar value received for the work performed relevant to the SIN offered

(8) Brief summary of the project as a whole (i.e., background, purpose,

etc.)

(9) A completed copy of the Statement of Work, Performance Work Statement or Statement of Objectives for the project

(C) If relevant project experience does not exist, the offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

(D) **Offers from joint ventures.** If a joint venture offeror does not have relevant project experience for a particular SIN, a joint venture partner may submit the required project experience. The narratives must clearly identify the joint venture partner that performed the work. For a mentor-protégé joint venture or socioeconomic joint venture, the protégé and/or socioeconomic joint venture partner must have relevant project experience for at least one of the SIN(s) offered. (Note: Pursuant to SBA rules, a protege and/or socioeconomic joint venture partner must have some experience in the type of work to be performed under the contract.)

* This requirement does not apply to contractors that have an active FSS program contract under this Schedule and meet the criteria for submitting a streamlined offer, or to a small business performing under an active FSS program joint venture contract as a joint venture partner see (d) 1-4.

(3) **Section III – Price Proposal**

i. **Applicable to both product and service offers.** GSA's pricing goal** is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing as per GSAR 538.270-1, Evaluation of offers without access to transactional data, paragraph (c). GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers.

**This requirement does not apply to offerors/contractors that will be participating in TDR.

ii. **Applicable to both product and service offers.** Submit proposed pricing using the applicable Price Proposal Templates (see Required templates for a MAS offer page). The Price Proposal Template (PPT) MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a published or publicly-available "Commercial Price List" or a "Commercial Market Price."

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of GSAR clause 552.238-81, *Price Reductions*.**

Offers from joint ventures. If the joint venture offeror does not have MFC information, it must complete the PPT using the MFC information for the joint venture partner(s) who will be providing the product(s)/service(s) offered.

Note:

For products, the joint venture partner providing the product must be identified in the "Product Name" column of the Products PPT.

For services, the joint venture partner providing the labor category/service must be identified in the "Labor Category/Service Title" column of the Services PPT.

**The requirement to provide MFC information on the PPT does not apply to TDR participants.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting OR GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting (Alternate I)(Deviation) if participating in TDR). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(C) Identical items (products, services, or labor categories) with the same terms and conditions may be awarded under different SINs on the same contract if the prices are the same and the proposed items are within the scope of each SIN. Identical items with the same terms and conditions cannot be awarded on the contract at different price points.

(D) The description of discounts offered under this solicitation must include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(E) When submitting products that include Accessories (Related Products) and/or Options, the following conditions apply:

(1) Accessories. Accessories are stand-alone items, also referred to as Related Products, that can be sold alone or with a base item. Accessories have their own unique product information, and the base/accessory relationship is established by the offeror linking an accessory with its associated base item(s). Because accessories can be sold alone, each accessory must have supporting documentation to justify the price.

(2) Options. Product options can be applied to a base item or an accessory. Options have their own part numbers, but must not be capable of functioning as a stand-alone item and cannot be sold independently of a base item or accessory. Options must be applied at the time of purchase, and may or may not have an associated price. Options that impact the price of a base item or accessory must have supporting documentation to justify the price.

(F) By submission of an offer, the offeror understands and agrees to accept payment by Governmentwide commercial purchase card. FAR clause 52.232-36, Payment by Third Party is included in the MAS solicitation and incorporated into all MAS contracts for supplies and services. This clause captures the contractor's agreement to accept payments due under the MAS contract through payment by a third party, i.e., the financial institution that issued the purchase card. Offerors are notified that proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.
The Governmentwide commercial purchase card may be used as a payment mechanism for all orders, regardless of dollar amount, subject to the limitations of the ordering agency contracting officer's warrant level, thresholds for usage in the ordering agency's purchase card contract, and agency-level restrictions established by the ordering agency itself. See Smart Bulletin No. 039.

iii. **Applicable to both product and service offers.** Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published or publicly-available commercial catalogs/price lists, copies of invoices, contracts, or quote sheets, and must be

submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.**

Offers from joint ventures. Supporting documentation may be sourced from the joint venture offeror or a joint venture partner. Note: If the proposed pricing for a product, service, or labor category is based on the CSP-1 disclosures of a joint venture partner, the supporting documentation substantiating the proposed price must be from the same joint venture partner.

**The requirement to provide supporting documentation with the offer does not apply to offerors/contractors that will be participating in TDR. However, as per GSAM 538.270-2, *Evaluation of Offers with Access to Transactional Data*, paragraph (c)(3), if the Government cannot determine the prices offered to be fair and reasonable based on readily available data or market research, it may request the offeror provide other than certified cost or pricing data to facilitate the Government's evaluation of the proposed pricing.

iv. **Applicable to both product and service offers.** If the pricing offered is not equal to or better than the pricing extended to the Most Favored (commercial) Customer, offerors must provide a rationale to enable the contracting officer to determine that offered prices/rates are fair and reasonable.**

**This requirement does not apply to offerors/contractors that will be participating in TDR.

v**. Applicable to both product and service offers.** Offerors are required to propose one or more economic price adjustment (EPA) methods by which pricing may be adjusted throughout the contract period in accordance with GSAM 538.270-4 and GSAR clause 552.238-120. The permitted types of economic price adjustment are:

(1) Adjustments based on fixed escalation rates (e.g., a fixed annual escalation rate).

(2) Adjustments based on a market index or other basis (e.g., U.S. Bureau of Labor Statistics' Employment Cost Index).

(3) Adjustments based on established pricing (e.g., a contractor’s commercial price list, commercial catalog, or other standard market pricing).

(4) Adjustments based on unforeseeable significant changes in market conditions.

At a minimum, the proposed EPA method must identify:

- the mechanism(s) (i.e., type of adjustment) to be used to adjust pricing in paragraphs (1)-(3) above. Offerors do not need to propose adjustments based on paragraph (4), unforeseeable significant changes in market conditions, because this is not a primary basis of adjustment. This mechanism will be incorporated into each contract upon award for unforeseeable significant changes in market conditions that impact specified costs of labor or material during contract performance.

- the pricing subject to the adjustment, and

- any other requirements (e.g., timing, frequency, limits on increases).

While establishing a single EPA method will generally simplify contract administration, offerors may propose multiple EPA methods (e.g., by SIN, large category, product line, etc.) when consistent with commercial practices. Each EPA method proposed should be consistent with the offeror’s commercial practices, structured to ensure fair and reasonable pricing throughout the life of the contract, and allow for efficient contract administration (e.g., proposing weekly future price adjustments would likely not be an effective approach).

Note: If proposing to make adjustments based on established pricing, the offeror must submit a copy of its current, dated commercial price list, commercial catalog, or other standard market pricing. Note that this must be an existing, standalone document and not prepared solely for purposes of this solicitation. This document will be incorporated into the contract and used as the baseline for future price adjustments.

vi. **Applicable to both product and service offers.** Complete the Commercial Sales Practices Format (CSP-1)** in eOffer in accordance with instructions provided in GSAR Figure 515.4-2. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations under Item 4b of the CSP.

Offers from joint ventures. If the joint venture offeror will not perform the service(s) or provide the product(s) offered itself, the joint venture offeror must respond to questions 3, 4, and 5 by disclosing the commercial sales practices of the joint venture partner who will be providing the product(s)/service(s) under a particular SIN(s). All information must be submitted to eOffer by the joint venture offeror on one CSP-1 form. The disclosure(s) must clearly identify the joint venture partner who will be providing the product(s)/service(s) under a particular SIN(s).

**The requirement to complete the CSP-1 does not apply to offerors/contractors that will be participating in TDR.

vii. **Applicable to both product and service offers.** Full-Product and Broad-Service Offerings. The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the offeror or proposed product/service offering.

viii. **Applicable to both product and service offers.** Remanufactured items are only allowable under specific MAS SINs and are designated as such by their SIN description. The remanufactured items must be identified per GSAR clause 552.238-78, *Identification of Products that have Environmental Attributes* and meet the prescribed definition of “Remanufactured”.

Note: Refurbished, reconditioned, remarketed, and repaired items are not within scope of the MAS Solicitation. Any items that meet the act of facilitating the transfer of a previously owned device from one party to another by sale, donation, gift, or lease are not within scope of the MAS Solicitation.

ix. **Applicable to both product and service offers.** Fair and Reasonable Pricing. To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing.

Offers from joint ventures. If a joint venture partner holds an individual FSS program contract, the joint venture offeror must upload the joint venture partner’s FSS Price List (I-FSS-600), inclusive of the awarded prices/rates, to eOffer. If the joint venture offeror proposes the same products or services with less favorable pricing or pricing terms than those awarded under a joint venture partner’s individual FSS program contract(s), the joint venture offeror must provide written rationale and any supporting evidence/documentation for the less favorable offered prices/rates and/or pricing terms (e.g., labor category performs broader scope of work).

**Attention offerors/contractors that will be participating in TDR:

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including, but not limited to pricing on competitor contracts and historical pricing.

x. **Applicable to service offers.** Offerors proposing services have the option to propose separate rates for "domestic” versus "overseas” and/or “customer facility”

versus “contractor facility” if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation, which may include published or publicly-available commercial price lists, copies of invoices, contracts and quote sheets. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed service and submitted with the offer.*

*The requirement to provide supporting documentation with the offer does not apply to offerors/contractors that will be participating in TDR. However, as per GSAM 538.270-2 Evaluation of offers with access to transactional data, paragraph (c)(3), if the Government cannot determine the prices offered to be fair and reasonable based on readily available data or market research, it may request the offeror provide other than certified cost or pricing data to facilitate the Government's evaluation of the proposed pricing.

(A) For each proposed labor category, the offeror must provide a detailed position description.** Position descriptions must include functional responsibilities, minimum years of relevant experience, minimum education/degree requirements, and any applicable training or certification requirements. If it is the offeror’s standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree).

****Offers from joint ventures.** For a joint venture offeror who is not performing the labor category(ies)/services itself, each applicable position description must also include the name of the joint venture partner that will provide the labor category/service.

(B) For each proposed training course, the offeror must provide a detailed training course description which includes the following information:

(1) Title and brief description of the course, including major course objectives

(2) Length of course (number of hours/days)

(3) Minimum/Maximum number of participants

(4) Price for additional students above minimum (if applicable)

(5) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)

(C) Fixed Price Services: Provide a description for each fixed price service offered that clearly demonstrates how each service is within scope of the applicable SIN(s). Descriptions should contain sufficient detail to ensure ordering agencies have enough information to know what they’re buying. For a joint venture offeror who does not perform the service itself, each applicable description must also include the name of the joint venture partner that will provide the service.

(D) Ancillary Supplies and Services/Other Direct Costs (ODCs) for Marketing and Public Relations Services: Provide a description for all known support products and/or Other Direct Costs (ODCs) that are proposed for award at the Schedule level that clearly describes what the ordering agencies are buying.

(E) Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF).

xi. **Applicable to service offers.** Offerors must submit a Professional Compensation

Plan in accordance with FAR provision 52.222-46, *Evaluation of Compensation for Professional Employees*. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the offeror's employee handbook is often sufficient.

Offers from joint ventures. For a joint venture offeror that is unpopulated, the Professional Compensation Plan for **each joint venture** partner who will be performing the work must be submitted as a substitution for the Professional Compensation Plan of the joint venture offeror itself.

xii. **Applicable to service offers.** Offerors must submit a copy of its policy that addresses uncompensated overtime, in accordance with FAR provision 52.237-10, *Identification of Uncompensated Overtime*.

Offers from joint ventures. For a joint venture offeror that is unpopulated, the joint venture offeror must submit a copy of the policy that addresses uncompensated overtime for **each** joint venture partner who will be performing the work. The joint venture offeror must also submit its own uncompensated overtime policy if it employs administrative employees or security officers (which is authorized for unpopulated joint ventures).

xiii. **Applicable to service offers.** Service Contract Labor Standards: Applicable to this solicitation (Service Contract Labor Standards 52.222-41, and related clauses 52.222-42, 52.222-43, 52.222-49, and 52.222-55).

(A) The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), applies to some nonprofessional services to be provided under this Schedule excluding pricing offered for services outside of the United States. The SCLS wage determinations applicable to this solicitation and resultant contract are located on the SCLS wage determinations applicable to MAS contracts page. Some of the proposed labor categories may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (e.g., nationwide); the offeror will be required to comply with applicable SCLS wage determination locality rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct price analysis to determine that offered prices are fair and reasonable.

(B) Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCLS Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. Task orders may not incorporate WDs different from those incorporated into the Schedule contract, as the order may then be in conflict with the Schedule contract terms and conditions. However, Schedule contractors must comply with the WDs incorporated into the Schedule contract based on the rate applicable to the locality in which the work is to be performed, regardless of the pricing proposed and awarded on the contract. WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated into and no other orders under that Schedule contract.

(C) For each SCLS eligible contract labor category or fixed price service, complete the following information in the below spreadsheet format directly in eOffer (labor categories shown are for example purposes):

SCA/SCLS Matrix		
SCLS Eligible Contract Labor Category/Fixed Price Service	SCLS Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(D) The following language must be inserted below the SCLS/SCA matrix in the authorized price list posted on GSA Advantage:

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this price list are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (e.g., nationwide)."

(E) Escalation of SCLS-covered services as a result of increases in applicable wage determinations must be made in accordance with FAR clause 52.222-43. Escalation of SCLS-covered services for reasons other than increased wage determinations, must be made in accordance with GSAR Clause 552.238-120 (see paragraph (j)(3)(v) above).

Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations. Contractor may be required to furnish the Schedule Contracting Officer with additional justification for a price increase. Additional justification may include, but is not limited to, invoices, payroll information, current e98s, RFQ, and/or task order information.

Note 2: Reference 29 CFR 4.161 Minimum monetary wages under contracts exceeding $2,500, which states: “No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract.”

Note: Regulation SCP-FSS-001
Note: Effective October 26, 2020, offerors are required to represent to FAR provision 52.204-26(c)(2) (OCT 2020) in the System for Award Management (SAM) whether it does or does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. Offerors that represent, based on a reasonable inquiry, that it does use covered telecommunication, must complete and upload FAR provision 52.204-24(d)(2) to eOffer prior to submitting an offer. If applicable, offerors must also upload the disclosures required by FAR 52.204-24 paragraph (e)(2) to eOffer.

Note: Provision 52.204-26 is incorporated by reference in the MAS solicitation via provision 52.212-3.

Note: The eOffer Past Performance module is being updated to be consistent with the current solicitation instructions for demonstrating past performance.

Note: Labor categories (LCATs) that have special requirements must include differentiation in both the title and the description to comply with specific SIN requirements listed by any of the MAS Category Attachments. If a unique or specific certification or evaluation criteria is required by a specific SIN, then it must be identified in the LCAT description and reflected in the title to indicate that it is different from other LCATs offered. e.g. an LCAT may be entitled Database Administrator for one or more SINs, but may not meet the requirements of the proposed SIN. In this case, the LCAT could be renamed to Database Administrator xxxxx and have the criteria and description changed to show that there is a difference in the LCATs and that it meets the evaluation criteria of the SIN.

MAS 8(a) Offer Instructions:
Offerors who are current 8(a) Program participants at the time of their MAS contract offer will be offered by the MAS CO to the Small Business Administration (SBA) for acceptance into the MAS 8(a) Pool.

Once accepted by SBA, the 8(a) contract will be added to the 8(a) Pool upon award of the MAS contract. MAS 8(a) Pool contractors will receive an icon 8aS in GSA eTools indicating that they are eligible for competitive set-aside and sole source 8(a) task/delivery order awards.

All contractors in the 8(a) pool are eligible for 8(a) sole source task/delivery order awards as long as:

- They are active participants in the 8(a) Program at the time of the award of the task/delivery order;
- Continue to meet all 8(a) Program eligibility requirements, as determined by SBA; and
- Qualify as small for the size standard corresponding to the NAICS code assigned to the order, at the time of award for the task/delivery order

The order level CO must obtain order level offer and acceptance from SBA, prior to making a sole source award, to ensure that the contractor meets the criteria above. 8(a) pool contractors that have exited the 8(a) Program may continue to receive new competitive orders under the MAS contract for up to five (5) years from the date of entrance into the 8(a) pool, or until rerepresentation in accordance with FAR 19.301-2(b)(1) (whichever is first).

For information on placing a MAS 8(a) order please visit gsa.gov

Section IB. Offer Preparation Instructions and Evaluation Criteria

This section outlines additional information relevant to offer preparation, evaluation and award.

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

(a) *Definition*. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via-

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.

(3) *The appropriate country codification bureau*. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.

(d) Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) *Definitions*. As used in this provision--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ''has'' in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a ''doing business as'' name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates ''yes'' in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____ (Do not use a ''doing business as'' name)

Begin Regulation

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

(a) *Definitions*. As used in this provision--

"*Commercial and Government Entity (CAGE) code*" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"*Predecessor*" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"*Successor*" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____(*Do not use a "doing business as" name*)

Begin Regulation

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

Note: Regulation 552.238-103
Note: All contractors are required to comply with GSA's established catalog submission and maintenance rules to ensure accurate and complete electronic commerce representation.

Detailed instructions and guidance can be found in the FAS Catalog Platform (FCP) Help Page at: https://catalog.gsa.gov/help.

Begin Regulation

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0029

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

Begin Regulation

552.238-71 Notice of Total Small Business Set-Aside (May 2019)

FAR clause 52.219-6, Notice of Total Small Business Set-Aside applies to the following: 314110SBSA 337127CSB 337122SBSA 3FURNISH 337122OSB 337127CFSB 337127CISB 337127LFSB 337127TLSB 337215MSB 337215SBSA 33721RSB 33721SBSA 561320SBSA 3331SBSA 339999ASB 323111SBSA 492210SB 333318SBSA.

Begin Regulation

552.238-72 INFORMATION COLLECTION REQUIREMENTS (MAY 2019)

The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

Begin Regulation

552.238-75 EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEDERAL SUPPLY SCHEDULE) (JAN 2022)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a “commercial item” in FAR 52.202 1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of products or services of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the products or services that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Clause)

Begin Regulation

552.238-76 Use of Non-Government Employees to Review Offers (May 2019)

(a) The Government may employ individual technical consultants/advisors/contractors from the below listed organizations to review limited portions of the technical, management and price proposals to assist the government in both pre-award and post-award functions. [*The contracting officer should insert a list of organizations used to review solicitation responses and execute a non-disclosure and organizational conflict of interest statement for all individuals conducting reviews*.]

To be determined at the task order level

(b) These representatives will be used to advise on specific technical, management, and price matters and shall not, under any circumstances, be used as voting evaluators. However, the Government may consider the advice provided in its evaluation process. In addition, Contractor personnel may be used in specific contract administration tasks (*e.g.,* administrative filing, review of deliverables, etc.).

(c) If individual technical consultants/advisors/contractors are utilized as described in (b) above, they will be required to execute a non-disclosure and organizational conflict of interest statements.

Begin Regulation

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA’s online shopping and ordering system to review a

Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Requirements after getting a MAS contract page (https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule/help-with-mas-contracts-to-sell-to-government/requirements-after-getting-a-mas-contract?gsaredirect=mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

Begin Regulation

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Begin Regulation

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

Begin Regulation

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

Begin Regulation

1

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2022)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to GSAR clause 552.238-116, Option to Extend the Term of the FSS Contract, canceled pursuant to GSAR clause 552.238-79, Cancellation, or terminated pursuant to the termination provisions of the contract.

(End of provision)

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor’s reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

Begin Regulation

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) Manufacturer Authorization Program.

(i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products under this contract are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as required by paragraph (b)(2) of this clause.

(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (DEC 2022)

Offerors shall identify the individual(s) authorized to negotiate with the Government in connection with this solicitation. Complete the following table with the required information for each authorized negotiator:

NAMES & TITLES	TELEPHONE NUMBERS	EMAIL ADDRESSES

(End of provision)

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by The specified cut-off date and time established in the request for Final Proposal Revision (FPR).

Section II. Available Offerings

This section includes a summary of the offerings available under Schedule. The Schedule offerings are broken down into 12 Large Categories with corresponding subcategories and Special Item Numbers (SINs). Detailed list of offerings under Schedule is available in the Available Offerings attachment included with the solicitation. For additional evaluation criteria and requirements based on offerings, please view the individual category attachments also included with the solicitation.

NOTE: A North American Industrial Classification System (NAICS) code is assigned to each SIN representing the preponderance of work (i.e. products and/or services) available under that SIN. In some cases, multiple NAICS codes are assigned to a SIN in order to more completely represent the full scope of the SIN. In order to ensure a consistent Small Business Administration (SBA) size standard for each SIN, multiple NAICS codes are only assigned to a SIN if they have the same SBA size standard. When a contract is awarded under this solicitation, a single preponderance of work NAICS code is assigned to each award.

The individual category attachments will outline details related to available offerings, including:

Subcategories,
Special Item Numbers with corresponding North American Industrial Classification System (NAICS) codes
Critical Elements
Category specific evaluation criteria,
Subcategory or SIN specific requirements
Special ordering procedures

Large Category and Subcategory Offerings Available under Schedule:

A. Office Management

A01. Audio Visual Products
A02. Audio Visual Services
A03. Document Services
A04. Mail Management
A05. Office Management Maintenance and Repair
A07. Media Services
A08. Office Services
A09. Office Supplies
A10. Printing and Photographic Equipment
A11. Records Management

B. Facilities

B01. Facilities Maintenance and Repair
B02. Facilities Services
B03. Facilities Solutions
B04. Facilities Supplies
B05. Food Service Equipment
B06. Structures

C. Furniture and Furnishings

C01. Flooring
C02. Furniture Services

C03. Healthcare Furniture
C04. Household Dormitory and Quarters Furniture
C05. Miscellaneous Furniture
C06. Office Furniture
C07. Packaged Furniture
C08. Signs
C09. Fitness Solutions

D. Human Capital

D01. Background Investigation
D02. Compensation and Benefits
D03. Human Resources
D04. Social Services

E. Industrial Products and Services

E01. Cleaning Supplies
E02. Fire/Rescue/Safety/Environmental Protection Equipment
E03. Fuel Management
E04. Hardware and Tools
E05. Industrial Products
E06. Machinery and Components
E07. Industrial Products and Services Maintenance and Repair
E08. Packaging
E09. Test and Measurement Supplies

F. Information Technology

F01. Cloud Services
F02. Electronic Commerce
F03. Financial Management Services
F04. IT Hardware
F05. IT Services
F06. IT Software
F07. IT Solutions
F08. IT Training
F09. Telecommunications

G. Miscellaneous

G02. Flags
G05. Apparel
G06. Complementary SINs

H. Professional Services

H01. Business Administrative Services
H02. Environmental Services
H03. Financial Services
H04. Identity Protection Services
H05. Language Services
H06. Legal Services
H07. Logistical Services

H08. Marketing and Public Relations
H09. Technical and Engineering Services (Non IT)
H10. Training

I. Scientific Management and Solutions

I01. Laboratory Animals
I02. Laboratory Equipment
I03. Medical Equipment
I04. Scientific Services
I05. Search and Navigation
I06. Testing and Analysis

J. Security and Protection

J01. Marine and Harbor
J02. Protective Equipment
J03. Security Animals and Related Services
J04. Security Services
J05. Security Systems
J06. Testing Equipment

K. Transportation and Logistics Services

K01. Automotive Body Maintenance and Repair
K02. Motor Vehicles (non-Combat)
K03. Package Delivery
K04. Packaging Services
K05. Transportation of Things

L. Travel

L01. Employee Relocation
L02. Lodging
L03. Travel Agent and Misc. Services

Section III Contract Terms and Conditions

This section outlines solicitation provisions and clauses applicable to Schedule contracts throughout the life of the contract. Please refer back to the instructional provisions within this solicitation, whenever you are making changes or updates to your contract.

Contract terms and conditions are split into two sections for organizational purposes only. Their placement here has no effect on their meaning or application. Rather, the terms and conditions are organized this way merely to help you better manage and understand your Schedule contract. All terms and conditions listed in this solicitation are incorporated into your contract at the Schedule level.

Incorporated by Reference (IBR): Many of the provisions and clauses cited in this solicitation are incorporated by reference, as authorized in the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled 'Regulations Incorporated by Reference', or they can be accessed at the following URLs: FAR: https://www.acquisition.gov/far/ GSAM: https://www.acquisition.gov/gsam/gsam.html

Begin Regulation

52.204-27 PROHIBTION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause -

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6) –

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use -

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by

the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph
(d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

Begin Regulation

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/ index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

Note: Regulation 52.232-36
Proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.

Begin Regulation

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for
participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;
(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or
(3) A joint venture—
(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
(iii) That complies with 13 CFR 124.513(c).
(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in
paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the
successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A
Contracting Officer may consider a joint venture for contract award. SBA does not approve joint
ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant
eligibility.
(d) The Contractor will notify the Contracting Officer in writing immediately upon

entering any
agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-118 SINGLE-USE PLASTIC (SUP) FREE PACKAGING IDENTIFICATION (JUL 2024)

(a) Single-use plastic free packing promotions. Ordering activities may focus their GSA Advantage!® search on the designated icon and price to meet climate objectives. Contractors who want to be considered must include SUP free packaging as defined in 502.101.

(b) Procedures. Offerors may complete the information in paragraph (c) of this provision when the resulting contract includes supplies or products.

(1) SUP free brand packaging. Schedule contractors may incorporate this information as part of their Schedule price list once the products that utilize SUP free brand packaging are incorporated under their Schedule contract, prior to competing for an order for the identified product.

(2) SUP free shipping packaging. If the offeror is a reseller who is unable to address the brand packaging, but would like to pursue the icon for SUP free shipping packaging, they may identify this availability

(c) Optional identification submission. In order to be considered for the designated icon noted in paragraph (d) of this provision, the offeror must provide the following information.

(1) SUP free brand packaging. The offeror identifies that some or all supplies delivered under a contract resulting from this solicitation ____ will use SUP free brand packaging. SUP free brand packaging where applicable should be included in the offer's price list.

(2) SUP free shipping packaging

(i) The offeror identifies that some or all the supplies to be delivered under a contract resulting from this solicitation ____ will use only SUP free shipping packaging. SUP free shipping packaging where applicable should be included in the offer's price list.

(ii)If the offeror responded “will” in paragraph (c)(2)(i) of this provision, the offeror identifies that the SUP free shipping packaging ____ does need to be requested by the ordering official.

(d) Identification standards. SUP free packaging icon for the types identified in paragraph (c) of this provision, will be available on GSA Advantage!®, as applicable.

(e) Verification of SUP free packaging. An offeror, in identifying an item with SUP free packaging, must possess evidence or rely on a reasonable basis to substantiate the claim. The Government will accept an offeror's claim of SUP free packaging on the basis of possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner, using procedures generally accepted in the profession to yield accurate and reliable results.

(End of provision)

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

Begin Regulation

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83
The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,
- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

Begin Regulation

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Section III A. Terms and Conditions Related to Schedule Contract Administration

These clauses outline key components that are related to Schedule requirements and administrative contracting components to keep your Schedule up to date.

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition*. As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

Begin Regulation

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

Begin Regulation

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

(a) *Definitions.* As used in this clause —

Kaspersky Lab covered article means any hardware, software, or service that —

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.*, “Kaspersky”

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from —

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, 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 (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) 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 a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

Begin Regulation

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

Backhaul, *covered telecommunications equipment or services*, *critical technology*, *interconnection arrangements*, *reasonable inquiry*, *roaming*, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations*.

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) if the Offeror responds "will" in paragraph (d)(1); 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) if the Offeror responds "does" in paragraph (d)(2).

(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.

(End of provision)

Note: Regulation 52.204-24
Effective October 26, 2020, offerors are required to represent to FAR provision 52.204-26(c)(2) (OCT 2020) in the System for Award Management (SAM) whether it does or does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. Offerors

that represent, based on a reasonable inquiry, that it does use covered telecommunication, must complete and upload FAR provision 52.204-24(d)(2) to eOffer prior to submitting an offer. If applicable, offerors must also upload the disclosures required by FAR 52.204-24 paragraph (e)(2) to eOffer.

Note that provision 52.204-26 is incorporated by reference in the MAS solicitation via provision 52.212-3.

Begin Regulation

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul,

roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil.* For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

Begin Regulation

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions*. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30,

Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.* (1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(https://www.sam.gov*)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

Begin Regulation

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023) (ALT I DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized

national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]
Yes DHS FASCSA Order
Yes DoD FASCSA Order
Yes DNI FASCSA Order

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to

remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

Begin Regulation

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it -

(1) Has _____ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not _____ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not _____, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ____ are not ____ presently debarred, suspended, proposed for

debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ____ have not ____**,** within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ____ have not ____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant

to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means —

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ____ has ____ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in System for Award Management, which can be accessed via https://www.sam.gov

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) (DEVIATION FEB 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.
(a) Definitions. As used in this provision-
Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business

concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L.110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"— Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by

one or more service- disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that-

(i) It # is, # is not a small business concern; or

(ii) It # is, # is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it # is, # is not a veteran-owned small business concern.

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it # is, # is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .]

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it # is, # is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it # is, # is not a women-owned small business concern.

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .]

(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it # is a women-owned business concern.

(10) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____ .

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that–

(i) It # is, # is not a HUBZone small business concern listed, on the date of this

representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component: Line Item No.

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements- Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

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[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No. Country of Origin Exceeds 55% domestic content (yes/no)

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[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean end product”, “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.”

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Korean End Products or Israeli End Products:

Line Item No. Country of Origin

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[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

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[List as necessary]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) # Are, # are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) # Have, # have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) # Are, # are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) # Have, # have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by

checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

X (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror # does # does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

X (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror # does # does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____ .

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other .

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name: _____

TIN: _____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that–

(i) It # is, # is not an inverted domestic corporation; and

(ii) It # is, # is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it # has or # does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____ .

Immediate owner legal name: _____ .

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: # Yes or # No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____ .

Highest-level owner legal name: _____ .

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is # is not # a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is # is not # a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it # is or # is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____

(Do not use a "doing business as" name).

(s) Reserved.

(t) Reserved.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(i) The Offeror represents that- It # does, # 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it # does, # does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Begin Regulation

52.212-5 **Contract Terms and Conditions Required To Implement Statutes or Executive Orders -Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31

U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I

(Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

N/A (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) Reserved

N/A (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

N/A (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

(11)

N/A (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

X (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025)

(31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

X (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

N/A (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) Reserved

(18)

X (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-6.

(19)

N/A (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

N/A (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

N/A (iv) Alternate III (Jun 2020) of 52.219-9.

N/A (v) Alternate IV (Jan 2025) of 52.219-9.

(22)

X (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

N/A (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small

Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

X (i) 52.219-28, Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

N/A(ii) Alternate I (Mar 2020) of 52.219-28.

X (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged

Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

X (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

N/A(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) Reserved

N/A (34) Reserved

(35)

X (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (Jul 2014) of 52.222-35.

(36)

X(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

N/A(ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

X(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

X(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off- the-shelf items.)

N/A(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition

of commercially available off-the-shelf items.)

Required as applicable(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

X(46) 52.223-23, Sustainable Products and Services (May 2024) (DEVIATION FEB 2025) (E.O. 140577 U.S.C. 8102, 42U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

X(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

N/A(ii) Alternate I (Jan 2017) of 52.224-3.

(48)

Required as applicable(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

N/A(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

N/A(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
N/A(ii) Alternate I [Reserved].

N/A (iii) Alternate II (Jan 2025) of 52.225-3.

N/A(iv) Alternate III (Feb 2024) of 52.225-3.

N/A(v) Alternate IV (Oct 2022) of 52.225-3.

X(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

N/A(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
X(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

N/A(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

N/A(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

N/A(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

N/A(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management

(Jul 2013) (31 U.S.C. 3332).

X(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

X (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

N/A (ii) Alternate I (Apr 2003) of 52.247-64.

N/A (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

X(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)

(41 U.S.C. chapter 67).

X(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

Required as applicable (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

Required as applicable(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

N/A(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this

contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) Reserved

(x) Reserved

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Begin Regulation

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3*.]*

(1) An offer prepared and submitted in accordance with the clause at 552.212-71, Contract Terms and Conditions Applicable to GSA Acquisitions of Commercial Products and Commercial Services and all Multiple Award Schedule offer submission requirements.

(2) Commercial sales practices. When the solicitation contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting, the Offeror must submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4-2 of the GSA Acquisition Regulation (48 CFR 515.4-2), or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Offeror(s) cost or profit information or other data relevant solely to the Offeror(s) determination of the prices to be offered in the catalog or marketplace.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Table - Other Place of Performance	
Location	**County**

Table - Plant or Facility If Other Than Bidder	
Location	**County**

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price with Economic Price Adjustment (EPA); Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

Begin Regulation

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the

concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program..

“Service-disabled veteran-owned small business (SDVOSB) concern”-

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

“Small business concern”-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR

124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is insert NAICS code [insert NAICS code].

(2) The small business size standard is insert size standard [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that it

(i) ____ is, ____ is not a small business concern.

(ii) It ____ is, ____ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a women owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____ .]
(6) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.

(7) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not an SDVOSB concern.

(8) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it ____ is, ____ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It ____ is, ____ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Begin Regulation

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND

MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none insert *None*)	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with

subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3
Safety Data Sheets, hazardous material labels and other relevant data should not be submitted to the MAS Contracting Officer. This information should be provided directly to the ordering activity in accordance with this clause.

Begin Regulation

52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

	Line Item No.	Country of Origin
	(List as Necessary)	

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such

products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
GSA/FAS/3Q1 100 S. Independence Mall West Philadelphia, PA 19106

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Begin Regulation

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far.

Number	Title	Clause/Provision
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)	Provision
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS	Provision

	COMPLIANCE PLAN (OCT 2020)	
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2024) (DEVIATION FEB 2025)	Provision
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS (JUN 2020)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2021) (DEVIATION FAR 52.252-5)	Provision

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION	Clause

	OF CONTRACTOR PERSONNEL (JAN 2011)	
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT	Clause

	BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading

number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an

electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment

from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM),

are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the

Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to fixed price orders.

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the

Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading

number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to

the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the
Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert ‘None’."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’)."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the

then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this

contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder

and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby

deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial

supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to Time-and-Materials or Labor Hour orders.

Begin Regulation

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to

implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.229-70 Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN 552.232-72 Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

(End of Clause)

Begin Regulation

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____* 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to Extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

(a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.

(b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

Begin Regulation

552.238-120 ECONOMIC PRICE ADJUSTMENT—FEDERAL SUPPLY SCHEDULE CONTRACTS (SEP 2024)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Definition. Economic price adjustment method, as used in this clause, means the agreed upon procedures by which pricing may be adjusted throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

(b) General. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) Exceptions. This clause does not cover—

(1) Adjustments based on statute, Executive Order, or regulation (e.g., Service Contract Labor Standards (41 U.S.C. chapter 67) and AbilityOne procurements (FAR subpart 8.7));

(2) Adjustments based on a change clause (e.g., paragraph (c) of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4));

(3) Price reductions made under GSAR clause 552.238-81, Price Reductions;

(4) Adjustments based on GSAR clause 552.238-117, Price Adjustment-Failure to Provide Accurate Information; and

(5) Adjustments based on a contract clause that authorizes an adjustment based on specified actions or conditions.

(d) Economic price adjustment method. The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) Submission requirements. The Contractor shall submit EPA requests to the Federal Supply Schedule (FSS) Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The FSS Contracting Officer may request additional information from the Contractor.

(f) Contracting Officer responsibilities. The FSS Contracting Officer will— (1) Review the EPA request to ensure conformance with the EPA method, (2) Make a determination. The FSS Contracting Officer may use any information (e.g., market research) deemed necessary to support their determination. The FSS Contracting Officer may determine to— (i) Accept the EPA request either in whole or in part, (ii) Reject the EPA request either in whole or in part, or (iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA). (3) Notify the Contractor of their determination, and (4) Modify the contract, as applicable, to reflect the determination. Contract items that need to be removed from the contract as a result of rejection or an inability to reach agreement are to be removed in accordance with 552.238-79, Cancellation.

(g) Effective date. EPA requests approved by the FSS Contracting Officer under this clause shall apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) Update of contract pricing and catalog data. The Contractor shall update its FSS pricing and any other FSS catalog data in accordance with the terms and conditions of this contract.

(End of clause)

Note: Regulation 552.238-120
Note: For fixed escalations, increases can only be applied on an annual basis on the anniversary date of contract award due to system limitations.

Begin Regulation

552.238-74 INTRODUCTION OF NEW SUPPLIES/SERVICES (INSS) (MAY 2023)

(a) *Definition.*

"Introduction of New Supplies and Services Special Item Number (SIN)" means a new or improved supply or service - within the scope of the Federal Supply Schedule (FSS), but not currently available under any Federal Supply Schedule contract- that provides a new service, function, task, or attribute that may provide a more economical or efficient means for ordering activities to accomplish their missions. It may significantly improve an existing supply or service. It may be a supply or service existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new or improved supplies or services via the "Introduction of New Supplies and Services SIN" at any time by clearly identifying this SIN item in the offer.

(c) The Contracting Officer has the sole discretion to determine whether a supply or service will be accepted as an "Introduction of New Supplies and Services SIN" item. The Contracting Officer will evaluate and process the offer and may perform a technical review. This SIN provides temporary placement until the Contracting Officer formally categorizes the new supply or service.

(d) If the Contractor has an existing schedule contract, GSA may, at the sole discretion of the Contracting Officer, modify the existing contract to include the "Introduction of New Supplies and Services SIN" item in accordance with 552.238-82, Modifications (Federal Supply Schedules).

(End of provision)

Begin Regulation

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

"Energy-efficient product" means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

"GSA Advantage!" is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

"Other environmental attributes" refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The

RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product

that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

Begin Regulation

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include–

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3)) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)’s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://srp.fas.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

Begin Regulation

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)

(a) *Definition*. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) *Reporting of transactional data*. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website at https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price)] in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee*.

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting

other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days advance notification to the Contractor.

(d) *Non-compliance*. The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the
applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart
32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding
or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the
required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for
the Government to terminate the contract for cause.

Note: Regulation 552.238-80
Subpart - paragraph (b)(3) TDR data elements -

Order date - this field is optional for products only
Ship date - this field is optional for products only
Zip Code shipped to - this field is optional for products only
Federal Customer -Treasury Agency Code - optional for both products and services

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support

Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

Begin Regulation

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting

Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

Begin Regulation

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic*.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas*. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant “web price lists” shown on the Contractor’s website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate and complete, e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)”.

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is

placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.
10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).
20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor’s website or other location). ICT accessibility standards can be found at https://www.section508.gov/.
23. Unique Entity Identifier (UEI) number.
24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600
- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Services offerings are prohibited from being duplicated and published to the Price List generated by the FAS Catalog Platform (FCP) AND the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Service offerings should be published to a Price List generated by FCP OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

Section III B. Terms and Conditions Related to the Performance of an Order

These clauses outline key components of your contract that flow down to the order level and may impact the ordering activity.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

Begin Regulation

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as

if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

End of clause

Begin Regulation

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

Begin Regulation

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)

(a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new

employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

End of clause

Begin Regulation

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area

designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United

States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

Begin Regulation

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)
(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt

of

accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any
further consideration from or fees charged to the subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the
Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small
business concerns, including subcontracts with small business concerns for the acquisition of
commercial products or commercial services.

(End of clause)

Begin Regulation

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a)Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1)To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

Begin Regulation

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

Begin Regulation

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

Begin Regulation

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

Begin Regulation

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at https://www.gsa.gov/eligibilitydeterminations.

Ordering activity (also called “ordering agency” and “ordering office”) means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

Begin Regulation

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

Begin Regulation

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS

BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under

this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

Begin Regulation

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

Begin Regulation

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

Begin Regulation

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

Begin Regulation

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

Begin Regulation

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing

of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

Begin Regulation

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

Begin Regulation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

Begin Regulation

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Section IV. List of Attachments

This section outlines the attachments, templates, and supplemental documents that are part of this solicitation. The purpose and location of each document is stated below.

Offerors must review and submit the most recent version of the documents with their offer. Offers that do not include the most recent version of attachments will not be accepted.

A. Solicitation Requirements and Informational Documents - Found in FBO and eOffer as part of the solicitation package.

o Consolidation Determination - The senior procurement executive determination that MAS consolidation is necessary and justified as the benefits substantially exceed the benefits that would be derived from alternative approaches.

-This attachment is included in accordance with GSAM 507.107-5 and will only be published with the initial solicitation, the document will not be attached to any subsequent refreshes to the solicitation.

o Available Offerings Summary

o Category Attachments (1 attachment for each large category) - Listing of Special Item Numbers, relevant NAICS and corresponding SIN information. Unique category evaluation criteria or terms and conditions are included in the category attachments.

o IBR Full Text Clauses Document

B. Required Offer Documents found at Required templates for a MAS offer GSA.gov page

o Price Proposal Template (excel format only) - The price proposal is a mandatory offer document. For ease of use, we have divided the price proposal into relevant offering categories. You only need to fill out the price proposal template or templates relevant to your offerings. Each attachment can be found on the 'MAS Scope and Templates' GSA.gov page.

a) Products

b) Services and Training

c) Travel

d) Transportation and Logistics Services

o CSP-1 (not applicable to TDR)

C. Incorporated by Reference - Found on the GSA.gov SCLS wage determinations applicable to MAS contracts page

o Wage Determinations are applicable to services that fall under the Service Contract Labor Standards Act. These wage determinations are incorporated by reference into your Schedule contract at the time of award. Wage determinations are updated annually on Schedule contracts via a mass modification.

a. Standard Wage Determinations

b. Non-Standard Wage Determinations

c. Unpublished Wage Determinations

D. Required as Applicable Offer Documents - These documents require action on the part of the offeror. Some documents are completed directly in eOffer and others are completed offline and uploaded into eOffer prior to offer submission. Requirements are set forth in SCP-FSS-001 and in each large category attachment.

Templates that can be filled out and completed within the eOffer System (if applicable):

o Service Contract Labor Standards (SCLS) also known as the Service Contract Act (SCA) labor matrix - Required for SCLS applicable offers.

o Subcontracting Plan - Required for other than small businesses. Information is completed in eOffer, but a copy must be downloaded, signed and also attached to eOffer. Template can be found on the GSA.gov Required templates for a MAS offer page

Templates provided on the GSA.gov Required templates for a MAS offer page

o Letter of Supply - required if you are providing products that you do not manufacture

o Agent Authorization Letter

E. Category Specific Attachments and Templates - Depending on the products or services your company would like to offer, additional attachments may be required as part of your offer submission. Large categories, subcategories and SINs that require submission of additional attachments with your offer are outlined in the large category attachments.

All category specific attachments, templates and additional requirements can be found on the Multiple Award Schedule page.

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GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®. The website for GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Information Technology & Professional Services **FSC Class:** 7A21, DA01, & F999

Contract number: 47QTCA18D001X

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

Contract period: November 6, 2022 through November 5, 2027

NV5 Geospatial, Inc.
10033 Dr Martin Luther King Jr Street N Ste 200
Saint Petersburg, FL 33716-3830
Phone: (727) 576-9500
Fax: (727) 576-9600

http://www.quantumspatial.com

Contract Administrator: Jake Dietzler
Phone: 262-707-2974
E-mail: jake.dietzler@nv5.com

Business Size: Other than Small Business

Price list current as of Modification #PS-0033 effective August 28, 2025

Prices Shown Herein are Net (discount deducted)

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CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	Recovery	DESCRIPTION
511210	511210RC	Software Licenses
54151	54151RC	Software Maintenance Services
541370GEO	541370GEORC	Earth Observation Solutions
54151S	54151SRC	Information Technology Professional Services
541370GIS	541370GISRC	Geographic Information Systems (GIS) Services
541620	541620RC	Environmental Consulting Services
OLM	OLMRC	Order Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. N/A

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See GSA Price List

2. Maximum order: $1,000,000

3. Minimum order: $100

4. Geographic coverage (delivery area): Domestic delivery including all 50 states.

5. Point(s) of production (city, county, and State or foreign country): Multiple points of production that are dependent on the ordering activity's requirements.

6. Discount from list prices or statement of net price: All GSA prices listed are shown net of discount and the IFF has been added.

7. Quantity discounts: None

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8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions: Net 30 days

9. Foreign items (list items by country of origin): N/A

10a. Time of delivery: Delivery Schedule shall be specified in each Delivery Order/Task Order

10b. Expedited Delivery: Negotiated at Delivery Order/Task Order level

10c. Overnight and 2-day delivery: Negotiated at Delivery Order/Task Order level

10d. Urgent Requirements: Contact Contractor

11. F.O.B. point(s): Destination

12a. Ordering address(es): NV5 Geospatial, Inc. 10033 Dr Martin Luther King Jr Street N Ste 200 Saint Petersburg, FL33716-3884

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es): NV5 Geospatial, Inc. 10033 Dr Martin Luther King Jr Street N Ste 200 Saint Petersburg, FL33716-3884

14. Warranty provision: Standard Commercial Warranty

15. Export packing charges, if applicable: N/A

16. Terms and conditions of rental, maintenance, and repair (if applicable): N/A

17. Terms and conditions of installation: N/A

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: N/A

18b. Terms and conditions for any other services: N/A

19. List of service and distribution points: N/A

20. List of participating dealers: N/A

21. Preventive maintenance: N/A

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22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at https://www.section508.gov/: N/A

23. Unique Entity Identifier (UEI) number: EMJEL3XM6A87

24. Notification regarding registration in System for Award Management (SAM) database: Contractor registered and active in SAM

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2.0 NV5 GEOSPATIAL, INC. LABOR CATEGORIES
SIN 541370GEO and 54151S

Program Manager

Minimum/General Experience: Must have a minimum of seven (7) years of experience.

Functional Responsibility: Responsible for timely execution of IT/GIS task order projects awarded under the master contract, project planning, task allocation/monitoring, risk management, analysis and design oversight, programming, testing and technical/user documentation. Maintains thorough understanding of software development lifecycle, IT/GIS project planning, risk management, project reporting, and proficiency in project management methods and tools (e.g., KANBAN boards, MS Project, Visio, MS Office suite, etc.).

Minimum Education and Experience: Bachelor's degree.

Project Manager

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: Leads IT/GIS projects and/or teams. Performs project planning and coordinates with other functional groups. Develops, maintains and reports on project plans and schedules; implements project controls; manages technical teams; leads communications with clients and stakeholders; ensures successful completion of all project tasks and deliverables with technical team support. May act as supervisor.

Minimum Education and Experience: Bachelor's degree.

Senior Project Manager

Minimum/General Experience: Must have a minimum of seven (7) years of experience.

Functional Responsibility: Leads complex IT/GIS projects and/or teams. Plans and coordinates with cross-functional groups. Develops, maintains and reports on project plans and schedules; implements project controls; manages technical teams; leads communications with clients and numerous stakeholders; ensures successful completion of all project tasks and deliverables with technical team support. Designs complex project management methodologies, incorporating enterprise-level IT architectures, databases, and integration with geospatial systems. May act as supervisor.

Minimum Education and Experience: Bachelor's degree.

Solutions Architect

10033 Martin Luther King Street North, Suite 200 |St. Petersburg, FL 33716 | Phone: 727-576-9500

Minimum/General Experience: Must have a minimum of three (3) years of experience.

Functional Responsibility: Develops and implements technical GIS/IT and earth observations workflows and technical project solutions.

Minimum Education and Experience: Bachelor's degree.

Systems Engineer

Minimum/General Experience: Must have a minimum of six (6) years of experience.

Functional Responsibility: Provides high-level technical expertise in the use of large computer mapping systems, products, and architectures, server clusters, and integration with enterprise systems (e.g., Esri ArcGIS). May serve as technical lead or project manager.

Minimum Education and Experience: Bachelor's degree.

Business Analyst

Minimum/General Experience: Must have a minimum of two (2) years of experience.

Functional Responsibility: Gathers and helps translate business requirements into enterprise GIS/IT solutions. Leads needs assessment communications with stakeholders and technical subject matter experts (SMEs). Schedules walkthroughs and business reviews to validate requirements. Identifies, validates and documents metadata usage and data lineage. Maps business process flows using diagramming software. Analyzes and synthesizes GIS/IT requirements data for use in recommending solutions. Leverages knowledge of GIS/IT concepts and principals.

Minimum Education and Experience: Bachelor's degree.

Technician I

Minimum/General Experience: Must have zero (0) years of experience.

Functional Responsibility: Performs basic IT administration, GIS/IT database and feature capture, data conversion, and/or database attribution, according to standard operating procedures and instructions, established by the organization, or industry best practices.

Minimum Education and Experience: Bachelor's degree.

Technician II

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Minimum/General Experience: Must have two (2) years of experience.

Functional Responsibility: Performs basic IT administration, GIS/IT database and feature capture, data conversion, and/or database attribution, according to standard operating procedures and instructions, established by the organization, or industry best practices.

Minimum Education and Experience: Bachelor's degree.

Technician III

Minimum/General Experience: Must have a minimum of seven (7) years of experience.

Functional Responsibility: Performs basic IT administration, GIS/IT database and feature capture, data conversion, and/or database attribution, according to standard operating procedures and instructions, established by the organization, or industry best practices.

Minimum Education and Experience: Bachelor's degree.

Analyst I

Minimum/General Experience: Must have zero (0) years of experience.

Functional Responsibility: Performs basic data collection; data analysis; data development, manipulation, and conversion; data entry; map and graphic depictions; and documentation (e.g., IT and/or geospatial data and technologies). Assists in defining user requirements.

Minimum Education and Experience: Bachelor's degree.

Analyst II

Minimum/General Experience: Must have a minimum of four (4) years of experience.

Functional Responsibility: Performs moderately complex data collection; data analysis; data development, manipulation, and conversion; data entry; map and graphic depictions; and documentation (e.g., IT and/or geospatial data and technologies). Assists in defining user requirements.

Minimum Education and Experience: Bachelor's degree.

Analyst III

Minimum/General Experience: Must have a minimum of six (6) years of experience.

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Functional Responsibility: Performs complex data collection; data analysis; data development, manipulation, and conversion; data entry; map and graphic depictions; and documentation (e.g., IT and/or geospatial data and technologies). Assists in defining user requirements.

Minimum Education and Experience: Bachelor's degree.

Technical Specialist

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: Works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. Creates maps and graphs, using GIS software and related equipment.

Minimum Education and Experience: Bachelor's degree.

Application Developer – Junior

Minimum/General Experience: Must have a minimum of two (2) years of experience.

Functional Responsibility: Develops, tests, implements, and supports new and existing small and medium sized GIS applications and spatial analysis tools, using various software/scripting code, applications programming interfaces (APIs), and development platforms.

Minimum Education and Experience: Bachelor's degree.

Application Developer – Senior

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: Provides senior level expertise in analyzing, designing, developing, testing, implementing, administering, and supporting new and existing medium and large-sized applications (including spatial analysis tools), using various computer software/scripting code, applications programming interfaces (APIs), and development platforms. May act as technical lead and/or project manager for certain projects.

Minimum Education and Experience: Bachelor's degree.

Database Developer – Junior

Minimum/General Experience: Must have a minimum of two (2) years of experience.

Functional Responsibility: develops and maintains GIS-based relational databases of earth information and observations, and determines ways to organize and store data.

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Minimum Education and Experience: Bachelor's degree.

Database Developer – Senior

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: develops, maintains, and provides senior-level expertise regarding GIS-based relational database management systems for earth information and observations, and determines methods for organizing large and complex datasets.

Minimum Education and Experience: Bachelor's degree.

Domain Expert

Minimum/General Experience: Must have a minimum of ten (10) years of experience.

Functional Responsibility: Provides highly skilled/specialized consultative support to GIS/IT functional areas of a project. Responsible for high-level system development and/or analysis. Incorporates the design, integration, documentation, implementation and analysis on complex problems requiring extensive knowledge of the subject matter. Responsible for providing specialized support to contract task orders which may, or may not, be technical in nature.

Minimum Education and Experience: Bachelor's degree.

Computer Programmer

Minimum/General Experience: Must have two (2) years of experience.

Functional Responsibility: Possesses technical expertise in the areas of system design and architecture, database process design, and coding principals related to GIS/IT systems and earth observations data storage and dissemination.

Minimum Education and Experience: Bachelor's degree.

Computer Programmer - Senior

Minimum/General Experience: Must have a minimum of six (6) years of experience.

Functional Responsibility: Possesses advanced technical expertise in the areas of system design and architecture, database process design, and coding principals related to GIS/IT systems and earth observations data storage and dissemination.

Minimum Education and Experience: Bachelor's degree.

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Survey Supervisor

Minimum/General Experience: Must have three (3) of experience.

Functional Responsibility: Provides high-level technical expertise in the use of large computer mapping systems, products, and architectures, server clusters, and integration with enterprise systems (e.g., Esri ArcGIS). May serve as technical lead or project manager.

Minimum Education and Experience: Associates Degree.

Sensor Operator

Minimum/General Experience: Must have at least one (1) year of experience.

Functional Responsibility: Operates aerial and other earth observing sensors, such as digital imaging systems, topographic and bathymetric LiDAR systems, analog camera systems, and other technologies (e.g., thermal, oblique, hyperspectral, mobile, etc.). Works with aircraft pilots to safely and efficiently complete each mission. Sets-up Global Navigation Satellite System (GNSS) base stations as needed. Ensures data coverage and quality. Reports daily mission activity and project status. Assists with sensor installation and removal from aircraft.

Minimum Education and Experience: Associates Degree.

Survey Technician

Minimum/General Experience: Must have at least one (1) year of experience.

Functional Responsibility: Operates Global Navigation Satellite System (GNSS) and conventional survey equipment required to perform earth observation/aerial data acquisition control surveys, as directed by the Party Chief. Utilizes static and real-time or post-processed kinematic GNSS methodologies. Transfers and analyzes data post-collection, including completion of required field logs. Maintains survey equipment and instrumentation. Temporarily directs survey crews during the absence of the Party Chief.

Minimum Education and Experience: Associates Degree.

Solutions Engineer Staff

Minimum/General Experience: Must have a minimum of two (2) years of experience.

Functional Responsibility: Assess customer's existing GIS/IT environments and recommend areas for improvements in application technology, system performance, and software migration plans. Install, configure and tune ArcGIS Server and other enterprise software packages. Create

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mapping, imagery and data services and products. Create models or automate processes using Model Builder, Python or other scripting languages. Provide GIS system technical recommendations, standard operating procedures, administrative and help documents for clients and technical teams. May act as supervisor and/or lead the development or support team on a specific project.

Minimum Education and Experience: Bachelors degree.

Solutions Engineer Senior

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: Analyzes business problems and architects well-defined GIS solutions. Assess customer's existing enterprise environments and recommend areas for improvements in application technology, system performance, security and technology migration plans. On large and complex projects, takes the lead in developing requirements, designing the solution, and overseeing development and testing. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning. Works closely with other Architects and technical teams to deliver a total project solution. May act as supervisor and/or lead the development or support team on a specific project.

Minimum Education and Experience: Bachelors degree.

Application Architect Staff

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: Analyzes business problems and architects well-defined solutions for complex IT computer systems. Responsible for evaluating and proliferating development methodologies, techniques, and concepts for frameworks and best practices. On large and complex projects, takes the lead in developing requirements, designing the solution, and overseeing application development and testing. Supports functional and system design and architecture for emerging market and technology applications. Works closely with other Architects to deliver a total project solution and mentors developers across teams. May act as supervisor, perform lifecycle development tasks and/or lead the development team on a specific project.

Minimum Education and Experience: Bachelors degree.

Application Architect Senior

Minimum/General Experience: Must have a minimum of seven (7) years of experience.

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Functional Responsibility: Analyzes business problems and architects well-defined solutions. Responsible for evaluating and proliferating development methodologies, techniques and concepts for frameworks and best practices. On large and complex projects, takes the lead in developing requirements, designing the solution, and overseeing application development and testing. Supports functional and system design and architecture for emerging market and technology applications. Works closely with other Architects to deliver a total project solution and mentors developers across teams. May act as supervisor, perform lifecycle development tasks and/or lead the development team on a specific project. A primary point of contact with ultimate decision makers.

Minimum Education and Experience: Bachelors degree.

Enterprise Architect Consultant

Minimum/General Experience: Must have a minimum of ten (10) years of experience.

Functional Responsibility: Primary responsibilities will be surgical project execution and business development/brand positioning support. Leads client engagements by demonstrating technical capabilities and determining functional requirements to address customer needs. Consults with Technical Architects on requirements gathering and enterprise architecture design and development for specific project engagements. Consults on technology strategy and its business impact. Uses knowledge of technical tools and capabilities to assist sales and marketing teams in the development selling and lead generation strategies. Recognized technical expert and thought leader. Markets and educates clients and technical teams on location technology platforms and technologies. Builds targeted relationships with technology partners. Documents and presents best practices. Supports key account management. May act as supervisor.

Minimum Education and Experience: Bachelors degree.

Systems Engineer Senior

Minimum/General Experience: Must have a minimum of five (5) years of experience.

Functional Responsibility: Provides highly technical expertise in the use of GIS systems, architecture and integration with enterprise systems. Evaluates, validates and establishes enterprise system requirements and designs architecture to include software, hardware, communications, and security to support the total requirements and interfaces. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning. May act as supervisor and/or lead the development or support team on a specific project.

Minimum Education and Experience: Bachelors degree.

GIS Cloud Architect

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Minimum/General Experience: Must have a minimum of ten (10) years of experience.
Functional Responsibility: GIS Cloud Architect designs, implements, and manages cloud-based GIS solutions. This role requires a blend of expertise in cloud computing platforms (e.g., AWS, Azure, Google Cloud), GIS software (e.g., ESRI ArcGIS, QGIS), programming (e.g., Python, JavaScript), and web mapping technologies. Responsibilities also include developing scalable and secure GIS cloud architectures, optimizing resources, and leading technical discussions.

Minimum Education and Experience: Bachelors degree.

Domain Expert Senior

Minimum/General Experience: Must have a minimum of twelve (12) years of experience.

Functional Responsibility: Highly skilled in providing specialized consulting services to management including, but not limited to, GIS technical direction, GIS visioning, business practices, program management, strategy assessment, planning and technical consulting services. Excellent communicator. Subject matter specialist in all phases of IT systems. A primary point of contact with ultimate decision makers.

Minimum Education and Experience: Bachelors degree.

Quality Assurance Specialist Staff

Minimum/General Experience: Must have a minimum of zero (0) years of experience.

Functional Responsibility: Perform QA/QC procedures on spatial databases and GIS application testing. Contribute to the development of GIS/IT Quality Assurance Project Plans.

Minimum Education and Experience: Bachelors degree.

Quality Assurance Specialist Senior

Minimum/General Experience: Must have a minimum of three (3) years of experience.

Functional Responsibility: Develop and perform QA/QC procedures on spatial databases and GIS application testing, including defining system QA/QC requirements and developing test plans. Responsible for developing GIS/IT Quality Assurance Project Plans.

Minimum Education and Experience: Bachelors degree.

Documentation Specialist Staff

Minimum/General Experience: Must have a minimum of two (2) years of experience.

10033 Martin Luther King Street North, Suite 200 |St. Petersburg, FL 33716 | Phone: 727-576-9500

Functional Responsibility: Develops documentation on GIS systems and processes in the form of application user guides, training material, internal procedures using word processing or html documentation tools.

Minimum Education and Experience: Bachelors degree.

Documentation Specialist Senior

Minimum/General Experience: Must have a minimum of four (4) years of experience.

Functional Responsibility: Designs and defines internal and externally distributed documents. Develops documentation on GIS systems and processes in the form of application user guides, training material, internal procedures using word processing or html documentation tools.

Minimum Education and Experience: Bachelors degree.

Help Desk Specialist Staff

Minimum/General Experience: Must have a minimum of two (2) years of experience.

Functional Responsibility: Communicate with customers and users about the basic operation and functionality of the company's software products. Gets the correct people involved to solve problems. Excellent inter-personal and communication skills are used in all responses. Communicates with the internal staff on behalf of customers.

Minimum Education and Experience: Bachelors degree.

Help Desk Specialist Senior

Minimum/General Experience: Must have a minimum of four (4) years of experience.

Functional Responsibility: Communicate with customers and users about the basic operation and functionality of the company's software products. Solves problems. Excellent interpersonal and communication skills are used in all responses. Communicates with the internal staff on behalf of customers.

Minimum Education and Experience: Bachelors degree.

10033 Martin Luther King Street North, Suite 200 |St. Petersburg, FL 33716 | Phone: 727-576-9500

3.0 NV5 GEOSPATIAL, INC. SUBSTITUTION POLICY

Substitution Policy

NV5 Geospatial, Inc. reserves the right to make the following substitutions in the education and/or experience requirements of all labor categories:

- One year of relevant experience is the equivalent of one year of college education.
- One year of college education is the equivalent of one year of relevant experience.
- Certification related to the field is equivalent to one year of experience/education

Vendor Name	NV5 GEOSPATIAL, INC.
Vendor UEI	EMJEL3XM6A87
Vendor Contract Number	47QTCA18D001X
NAICS	541370
Contract Administrator	JAKE DIETZLER
Phone	262-707-2974
Email	jake.dietzler@nv5.com
Price List Generation Date	2025-10-01 19:08:02
Contract Begin Date	2017-11-06
Contract Year (as of price list generation)	8
Option Period End Date (as of price list generation)	2027-11-05
Ultimate Contract End Date	2037-11-05

Contract Year	**Begins**	**Ends**
1	2017-11-06	2018-11-05
2	2018-11-06	2019-11-05
3	2019-11-06	2020-11-05
4	2020-11-06	2021-11-05
5	2021-11-06	2022-11-05
6	2022-11-06	2023-11-05
7	2023-11-06	2024-11-05
8	2024-11-06	2025-11-05
9	2025-11-06	2026-11-05
10	2026-11-06	2027-11-05
11	2027-11-06	2028-11-05
12	2028-11-06	2029-11-05
13	2029-11-06	2030-11-05
14	2030-11-06	2031-11-05
15	2031-11-06	2032-11-05
16	2032-11-06	2033-11-05
17	2033-11-06	2034-11-05
18	2034-11-06	2035-11-05
19	2035-11-06	2036-11-05
20	2036-11-06	2037-11-05

Unique Catalog Item ID	Title	Description	Unit of Measure	GSA Price with IFF - as of price list generation date	GSA Price with IFF (C) Year 8 11/6/2024 -	GSA Price with IFF (D) Year 9 11/6/2025 -	GSA Price with IFF (E) Year 10 11/6/2026 - 11/5/2027
NV5-0001	Analyst I	Performs basic data coll	HR	100.49	100.49	103.00	105.58
NV5-0002	Analyst II	Performs moderately co	HR	127.04	127.04	130.22	133.47
NV5-0003	Analyst III	Performs complex data (	HR	130.72	130.72	133.98	137.33
NV5-0004	Application Developer - Jr.	Develops, tests, implem	HR	139.39	139.39	142.87	146.45
NV5-0005	Application Developer - Sr.	Provides senior level exp	HR	161.37	161.37	165.40	169.53
NV5-0006	Business Analyst	Gathers and helps trans	HR	167.19	167.19	171.38	175.66
NV5-0007	Computer Programmer	Possesses technical expe	HR	161.11	161.11	165.14	169.27
NV5-0008	Computer Programmer - Sr.	Possesses advanced tecl	HR	196.41	196.41	201.32	206.36
NV5-0009	Database Developer - Jr.	Develops and maintains	HR	99.07	99.07	101.55	104.09
NV5-0010	Database Developer - Sr.	Develops, maintains, an	HR	196.25	196.25	201.16	206.19
NV5-0011	Domain Expert	Provides highly skilled/s	HR	227.07	227.07	232.75	238.57
NV5-0012	Program Manager	Responsible for timely e	HR	209.09	209.09	214.32	219.68
NV5-0013	Project Manager	Leads IT/GIS projects an	HR	150.80	150.80	154.57	158.44
NV5-0014	Senior Project Manager	Leads complex IT/GIS pr	HR	206.89	206.89	212.06	217.36
NV5-0015	Sensor Operator	Operates aerial and othe	HR	81.11	81.11	83.13	85.21
NV5-0016	Solutions Architect	Develops and implemen	HR	200.51	200.51	205.53	210.67
NV5-0017	Survey Supervisor	Provides high-level techı	HR	111.90	111.90	114.70	117.57
NV5-0018	Survey Technician	Operates Global Navigat	HR	77.06	77.06	78.98	80.96
NV5-0019	Systems Engineer	Provides high-level techı	HR	197.02	197.02	201.94	206.99
NV5-0020	Technical Specialist	Works with related softv	HR	150.17	150.17	153.92	157.77
NV5-0021	Technician I	Performs basic IT admin	HR	70.12	70.12	71.87	73.66
NV5-0022	Technician II	Performs basic IT admin	HR	94.16	94.16	96.51	98.92
NV5-0023	Technician III	Performs basic IT admin	HR	118.89	118.89	121.86	124.91
NV5-0024	Solutions Engineer Staff	Assess customer's existi	HR	184.62	184.62	189.24	193.97
NV5-0025	Solutions Engineer Senior	Analyzes business probl	HR	221.54	221.54	227.08	232.76
NV5-0026	Application Architect Staff	Analyzes business probl	HR	221.54	221.54	227.08	232.76
NV5-0027	Application Architect Senior	Analyzes business probl	HR	246.64	246.64	252.81	259.12

NV5-0028	Enterprise Architect Consultant	Primary responsibilities	HR	223.39	223.39	228.97	234.69
NV5-0029	Systems Engineer Senior	Provides highly technica	HR	180.44	180.44	184.96	189.58
NV5-0030	GIS Cloud Architect	GIS Cloud Architect desi	HR	254.05	254.05	260.39	266.90
NV5-0031	Domain Expert Senior	Highly skilled in providin	HR	265.58	265.58	272.22	279.02
NV5-0032	Quality Assurance Specialist Staff	Perform QA/QC procedu	HR	104.85	104.85	107.47	110.16
NV5-0033	Quality Assurance Specialist Senior	Develop and perform Q/	HR	118.19	118.19	121.14	124.17
NV5-0034	Documentation Specialist Staff	Develops documentatio	HR	57.25	57.25	58.68	60.15
NV5-0035	Documentation Specialist Senior	Designs and defines inte	HR	70.46	70.46	72.22	74.03
NV5-0036	Help Desk Specialist Staff	Communicate with custo	HR	92.48	92.48	94.79	97.16
NV5-0037	Help Desk Specialist Senior	Communicate with custo	HR	118.91	118.91	121.88	124.93
NV5-0038	Analyst I	Performs basic data coll	HR	100.49	100.49	103.00	105.58
NV5-0039	Analyst II	Performs moderately co	HR	127.04	127.04	130.22	133.47
NV5-0040	Analyst III	Performs complex data a	HR	130.72	130.72	133.98	137.33
NV5-0041	Application Developer - Jr.	Develops, tests, implem	HR	139.39	139.39	142.87	146.45
NV5-0042	Application Developer - Sr.	Provides senior level exp	HR	161.37	161.37	165.40	169.53
NV5-0043	Business Analyst	Gathers and helps trans	HR	167.19	167.19	171.38	175.66
NV5-0044	Computer Programmer	Possesses technical expe	HR	161.11	161.11	165.14	169.27
NV5-0045	Computer Programmer - Sr.	Possesses advanced tecl	HR	196.41	196.41	201.32	206.36
NV5-0046	Database Developer - Jr.	Develops and maintains	HR	99.07	99.07	101.55	104.09
NV5-0047	Database Developer - Sr.	Develops, maintains, an	HR	196.25	196.25	201.16	206.19
NV5-0048	Domain Expert	Provides highly skilled/s	HR	227.07	227.07	232.75	238.57
NV5-0049	Program Manager	Responsible for timely e	HR	209.09	209.09	214.32	219.68
NV5-0050	Project Manager	Leads IT/GIS projects an	HR	150.80	150.80	154.57	158.44
NV5-0051	Senior Project Manager	Leads complex IT/GIS pr	HR	206.89	206.89	212.06	217.36
NV5-0052	Sensor Operator	Operates aerial and othe	HR	81.11	81.11	83.13	85.21
NV5-0053	Solutions Architect	Develops and implemen	HR	200.51	200.51	205.53	210.67
NV5-0054	Survey Supervisor	Provides high-level techi	HR	111.90	111.90	114.70	117.57
NV5-0055	Survey Technician	Operates Global Navigat	HR	77.06	77.06	78.98	80.96
NV5-0056	Systems Engineer	Provides high-level techi	HR	197.02	197.02	201.94	206.99
NV5-0057	Technical Specialist	Works with related softv	HR	150.17	150.17	153.92	157.77
NV5-0058	Technician I	Performs basic IT admin	HR	70.12	70.12	71.87	73.66
NV5-0059	Technician II	Performs basic IT admin	HR	94.16	94.16	96.51	98.92
NV5-0060	Technician III	Performs basic IT admin	HR	118.89	118.89	121.86	124.91
NV5-0061	Solutions Engineer Staff	Assess customer's existi	HR	184.62	184.62	189.24	193.97
NV5-0062	Solutions Engineer Senior	Analyzes business probl	HR	221.54	221.54	227.08	232.76

NV5-0063	Application Architect Staff	Analyzes business probl	HR	221.54	221.54	227.08	232.76
NV5-0064	Application Architect Senior	Analyzes business probl	HR	246.64	246.64	252.81	259.12
NV5-0065	Enterprise Architect Consultant	Primary responsibilities	HR	223.39	223.39	228.97	234.69
NV5-0066	Systems Engineer Senior	Provides highly technica	HR	180.44	180.44	184.96	189.58
NV5-0067	GIS Cloud Architect	GIS Cloud Architect desi	HR	254.05	254.05	260.39	266.90
NV5-0068	Domain Expert Senior	Highly skilled in providin	HR	265.58	265.58	272.22	279.02
NV5-0069	Quality Assurance Specialist Staff	Perform QA/QC procedu	HR	104.85	104.85	107.47	110.16
NV5-0070	Quality Assurance Specialist Senior	Develop and perform QA	HR	118.19	118.19	121.14	124.17
NV5-0071	Documentation Specialist Staff	Develops documentatio	HR	57.25	57.25	58.68	60.15
NV5-0072	Documentation Specialist Senior	Designs and defines inte	HR	70.46	70.46	72.22	74.03
NV5-0073	Help Desk Specialist Staff	Communicate with custo	HR	92.48	92.48	94.79	97.16
NV5-0074	Help Desk Specialist Senior	Communicate with custo	HR	118.91	118.91	121.88	124.93

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT “C”

Vendor Support

Block Contract

NV5 GSA Contract
Schedule 47QTCA18D001X

October 1, 2025

Jason Dumas
Director of Technologies
City of Lake City, FL
205 N Marion Ave
Lake City, Florida 32055

Dear Jason,

Thank you for your interest in the GIS Support Block offered by NV5 Geospatial, Inc. (NV5). Included in the following pages are a description of the NV5 services with corresponding GSA labor categories and rates.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to City of Lake City, FL. I hope you find this information helpful. Please contact me if I can provide further assistance.

Thank you again for your interest. We look forward to working with you.

Sincerely,

Travis Schindler

Travis Schindler
Account Executive
NV5 Geospatial, Inc.
10033 MLK Street N, Suite 200 | St. Petersburg, FL 33716
p: 210-410-3401| e: travis.schindler@geospatial.nv5.com

I. GIS Support Blocks

Location provides a context and perspective that has helped organizations solve problems, streamline processes, gain insight, and, in general, better serve the target audience. The supporting technology has evolved and advanced to support the need and the potential applications of location technology are boundless, limited only by desire and creativity. As a result, supporting an enterprise program now demands broad technological experience and domain expertise that challenges the capability or capacity of many organizations, which can in turn limit the adoption, growth, and success of a program.

NV5 support blocks are designed to support and advance enterprise programs, whether the need be for technical expertise or additional resources and capacity. The support block is a Time and Materials (T&M) contract vehicle through which City of Lake City, FL will be able to tap into the NV5 team and our collective knowledge, experience, and resources.

As a company focused on location technology services, we bring an expansive team of professionals capable of supporting broad organizational requirements. To do that, we identify and assign the most effective and cost-efficient approach and staff, however, we will assign a single point of contact through which City of Lake City, FL can communicate needs and requests.

How do GIS Support Blocks work?

The support block is a T&M contract with no explicitly pre-defined or obligated scope. Instead, we work with our clients to identify functional objectives, which translate into specific support tasks or requests. The approach is flexible, allowing us to accommodate the potentially unique tasking for each client.

Even prior to contract award, the NV5 team will endeavor to collaboratively identify categories or areas of tasking based on vision and need. This content will guide activity and tasking under the support block but will not be considered formal scope. Tasking will be estimated, as reasonable and feasible, but the numbers provided are estimates based on the best of our knowledge, experience, and insight at the time and do not represent a guarantee of completion within the specified time. We will communicate deviations from estimates as early as possible.

All time related to our activity with City of Lake City, FL will be tracked, recorded, and reported in minimum intervals of 15-minutes (0.25 hours). This includes the effort required to discuss, design, consult, estimate, plan, manage, execute, and support various tasks by any NV5 staff member working on the City of Lake City, FL support block, which includes periodic and recurring meetings to review status and identify future tasks. The team will work diligently and deliberately with the approved budget to help ensure we deliver value that will support a lasting relationship.

The NV5 team will undertake tasking that has been prioritized and authorized by City of Lake City, FL by logging the request and getting our staff aligned and assigned. We understand that response timeframes are important and we will queue tasking as appropriate. In some cases, this means rapid response may be required and in other situations tasks queued and planned as the appropriate resources are available, which may range from two to four weeks from request.

II. Functional Objectives & Support Block Vision

To help both City of Lake City, FL and NV5 in optimizing the value of the proposed support block, we have outlined below the primary functional objectives and support categories based on initial conversations. As mentioned, this list does not comprise project scope but rather represents potential types of tasking to direct our collective effort and drive progress. The list that follows is not exhaustive and NV5 will accomplish only as much tasking as the authorized budget supports.

- Esi ArcGIS
  - Ad-Hoc Support
  - Workflow updates
  - UN Support

III. Pricing & Acceptance

NV5 is proposing a time and materials support block with an established budget of $45,000.00, as authorized by City of Lake City, FL and leveraging the rates provided below.

GSA Labor Category	GSA Rate
Analyst I	$100.49
Analyst II	$127.04
Analyst III	$130.72
Computer Programmer	$161.11
Computer Programmer – Sr.	$196.41
Domain Expert	$227.07
Domain Expert – Sr.	$265.58
Project Manager	$150.80
Project Manager – Sr.	$206.89
Program Manager	$209.09
Solutions Architect	$200.51
Solutions Engineer	$184.62
Solutions Engineer – Sr.	$221.54

You may indicate your acceptance of the above proposal with a signature from authorized personnel at City of Lake City, FL.

City of Lake City, FL

Support Block Amount:	**$45,000.00**
Signature:	
Name:	
Title:	
Date:	

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This contract will expire one year after signature. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from NV5.

General Services Administration Schedule: As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration (GSA) Schedule entered by NV5 and the U.S. Government. NV5's GSA Schedule number: 47QTCA18D001X.

Payment Terms: Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this GIS support block. Supporting details will be provided as requested to detail the hours, rates, and deliverable(s) performed during the preceding month.

File Attachments for Item:

3. City Council Resolution No. 2025-149 - A resolution of the City of Lake City, Florida, approving that certain "Railroad Reimbursement Agreement - Grade Crossing Traffic Control Devices - Municipal" with the State of Florida Department of Transportation related to certain railroad traffic signal upgrades on NE Broadway Avenue at FDOT/ARR Crossing Number 622832K in the City of Lake City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
10/28/2025

RESOLUTION NO 2025 – 149

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN "RAILROAD REIMBURSEMENT AGREEMENT – GRADE CROSSING TRAFFIC CONTROL DEVICES – MUNICIPAL" WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATED TO CERTAIN RAILROAD TRAFFIC SIGNAL UPGRADES ON NE BROADWAY AVENUE AT FDOT/ARR CROSSING NUMBER 622832K IN THE CITY OF LAKE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") and the State of Florida Department of Transportation (the "Agency") mutually desire to enter into that certain Railroad Reimbursement Agreement – Grade Crossing Traffic Control Devices – Municipal identified as Financial Project Identification Number 454935-3-57-01 (the "Agreement") to provide for certain railroad traffic signal upgrades on NE Broadway Avenue at FDOT/ARR Crossing Number 622832K in the City of Lake City (the "Project"); and

WHEREAS, pursuant to the Agreement, Florida Gulf & Atlantic Railroad, LLC, a Florida limited liability company (the "Company") shall furnish the materials and services to complete the Project; and

WHEREAS, approving the Agreement and obligating the City to bear one-half of the annual expense to maintain and repair certain railroad traffic signals related to the Project in the City is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Agreement and obligating the City to bear one-half of the annual expense to maintain and repair certain railroad traffic signals related to the Project in the City is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
454935-3-57-01	NE Broadway Ave	Columbia	1(SIG-D)	TBD

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Gulf & Atlantic Railroad, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Boca Raton, County of Palm Beach, State of Florida, hereinafter called the COMPANY; and the city of Lake City, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 454935-3-57-01, on NE Broadway Avenue, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SP 692.70, FDOT/AAR Crossing Number 622832K, at or near Lake City, as shown on DEPARTMENT'S Plan Sheet No. NA, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Scheduleof Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

☐ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

☒ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of $273,000.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

☐ (c) An agreed lump sum $, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

☐ (a) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

☐ (c) $_____ credited for ☐ betterment ☐ expired service life ☐nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

> The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENTor said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and

4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

(TITLE: Greg Evans - District Two Secretary)

COMPANY: Florida Gulf & Atlantic Railroad, LLC

BY: Taynor L Ryan

(TITLE: Chief Administration Officer/ Chief Human Resource Officer

---

CITY OF Lake City , FLORIDA

BY: _____

(TITLE: _____)

Legal Review

BY: _____
Attorney - DOT Date

Approved as to Funds Available

BY: _____
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: EXEMPT FROM FHWA REVIEW
FHWA Date

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
454935-3-57-01	NE Broadway Ave	COLUMBIA	1 (SIG-D)	TBD

RAILROAD COMPANY

Florida Gulf & Atlantic Railroad, LLC

A. JOB DESCRIPTION & LOCATION: Remove existing cantilevered flashing lights and gate, and install one (1) new flashing light and gate in the SE quadrant, train detection, bungalow, bungalow wrap, and power at NE Broadway Ave. Lake City, Columbia Co., FL. Crossing No.: 622832K; RRMP: SP-692.70

B. TYPE OF ROADWAY FACILITY: 2 way

C. FDOT/AAR XING NO.: 622832K RR MILE POST TIE: SP-692.70

D. TYPE CROSSING PROPOSED: Asphalt Class: III DOT INDEX: 17882

E. STATUS AND PROPOSAL:

1. EXISTING DEVICES (See Agreement dated 1/22/1986)
   - a. ☐ None-New Crossing.
   - b. ☐ Crossbuck and Disk
   - c. ☐ Flashing Signals with Disk
   - d. ☐ Flashing Signals with Cantilever
   - e. ☐ Flashing Signals with Gates
   - f. ☒ Flashing Signals with Cantilever and Gates

2. PROPOSED DEVICES (Safety Index Rating 1388)
   - a. ☐ No revision required
   - b. ☐ Crossbuck and Disk
   - c. ☐ Flashing Signals and Disk
   - d. ☐ Flashing Signals with Cantilever
   - e. ☒ Flashing Signals with Gates.
   - f. ☐ Flashing Signals with Cantilever and Gates.
   - g. ☐ Relocate existing signal devices
     - (1) ☐ (With-Without) addition of Gates
     - (2) ☐ ((With-Without) synchronization with highway traffic signals
     - (3) ☐ ((With-Without) constant warning time

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. ☐ By Others (_____ Company.)
2. ☒ By Railroad Company.

G. AUTHORITY REQUESTED (Draft attached: ☒ Yes ☐ No)
1. ☒ Agreement (Third Party Participating FGA/City of Lake City/FDOT)
2. ☐ Supplemental Agreement No. _____
3. ☐ Crossing Permit
4. ☐ Estimate for Change Order No. _____
5. ☐ Letter of Authority
6. ☐ Letter of confirmation (No Cost to Department)

H. OTHER REMARKS:

Negotiations to be completed by: November 2025

Signal installation target date: Febuary 2026

Synchronization: (Draft attached : ☐ Yes ☒ No)

EXHIBIT TO RESOLUTION

EXHIBIT B

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and

2. ensure that prefabricated items that contain steel must also comply with Buy America; and

3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and

2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
04/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
454935-3-57-01	NE Broadway Ave	Columbia	1 (SIG-D)	TBD

COMPANY NAME: Florida Gulf & Atlantic Railroad, LLC

A. FDOT/AAR XING NO.: 622832K RR MILE POST TIE: SP-692.70

B. TYPE SIGNALS PROPOSED: IV CLASS: III DOT INDEX: 17882

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982
GENERAL AUTHORITY: 334.044, F.S.
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Crossing No: 622832K	Roadway: NE BROADWAY AVE		RR Street:		District: 2 County: Columbia
PUBLIC HWY	AT GRADE Residental		City: LAKE CITY	IN CITY	OPEN--TRACK ACTIVE

Rank 2018: 1388	SR No.:		RR Company:	FGA	Date: 04/22/2025
Rank 2017: 1399	CR No.:		Division Name:	JACKSONVILLE	Team Members: Kim Dement (FDOT), Kelli Phillips (FDOT), Brian Austin (FDOT), Annely Karron (FDOT), Jordan Eady (FDOT), JT Ripstein (FGA), Darek Severance (FGA), Brian Lolley (FGA), Micah Gilliom (HDR).
Rank 2016:	US No.:		Subdivision Name:	TALLAHASSEE	
	Latitude:	30.195300	Branch Name:	SP 850	
	Longitude:	-82.630000	RR Milepost:	692.70	

Field Review Comments: Locals to install new Low Ground Clearance advanced warning sign (W10-5 and W10-5P) and trim vegetation on SB approach.

Team Recommendations: Option #1: FGA to remove existing CFL&G and install 1 new FL&G in the SE quadrant, train detection, bungalow, bungalow wrap, and power

Highway Speed:	20	Train Speed Range:	45-50
Crossing Angle:	60-90 DEG	Max Time Table Speed:	50
AADT:	2127 (2008)	Day Thru/Switch:	3/1
Percent Trucks:	0 (2009)	Night Thru/Switch:	4/1
School Buses:	10 (2025)	Train Service:	Freight
Street Types:	Two-Way Street	Passenger Count/Day:	0
Thru Lanes:	2	Train Count Date:	05/01/2012
Aux Lanes:	0	Main Tracks:	1
Hazmat Route?	NO	Other Tracks:	
Emergency Services Route?	YES		
Emergency Notification Signs:	YES	Train Signals?	YES
Crossbuck(4x4 post):	0	Train Signal Proximity:	NO
Crossbuck Sign:	3	Train Detection:	None
Stop Sign:	0	Event Recorder?	
Yield Sign:	0	Number of Bells:	2
Low Ground Clearance Signs:	0	Post Mounted Flashing Lights:	0
Exempt Signs:			
Trespass Signs:	NO	Roadway Gate Count:	2
		Pedestrian Gate Count:	
		Gates:	2 Quad
		Cantilevered Flashing Over Traffic:	2
		Cantilevered Flashing Not Over Traffic:	0
		Intersecting Roadway?	YES
		Signalized?	NO
		Interconnection:	Not Interconnected
		Traffic Signals Controlling?	
		Preemption:	
		Does traffic queue across the tracks?	NO
		Traffic Pre-Signals?	NO
		8" Count:	0
		12" Count:	10
		LED Count:	0
		Install - Upgrade:	-- 01/01/1980

W10-1	2	R10-6a	0	W8-1	0		
W10-2	0	R11-2	0	W10-8	0		
W10-3	0	R15-2P	2	W10-9	0		
W10-4	0	R15-6	0	W10-9P	0		
W10-11	0	R15-6a	0	W10-11a	0		
W10-12	0	R15-7	0	W10-11b	0		
R3-1a	0	R15-7a	0	W10-13P	0		
R3-2a	0	R15-8	0	W10-14P	0		
R8-8	0	Pvt Crossing	0	W10-14aP	0		
R8-9	0	Look Out	0	W10-15P	0		
R8-10	0	R8-8 w/Beacon	0	Slow	0		
R8-10a	0	W3-1		W10-1w/Beacon	0		
R10-6	0	W3-3		LED Signs	0		

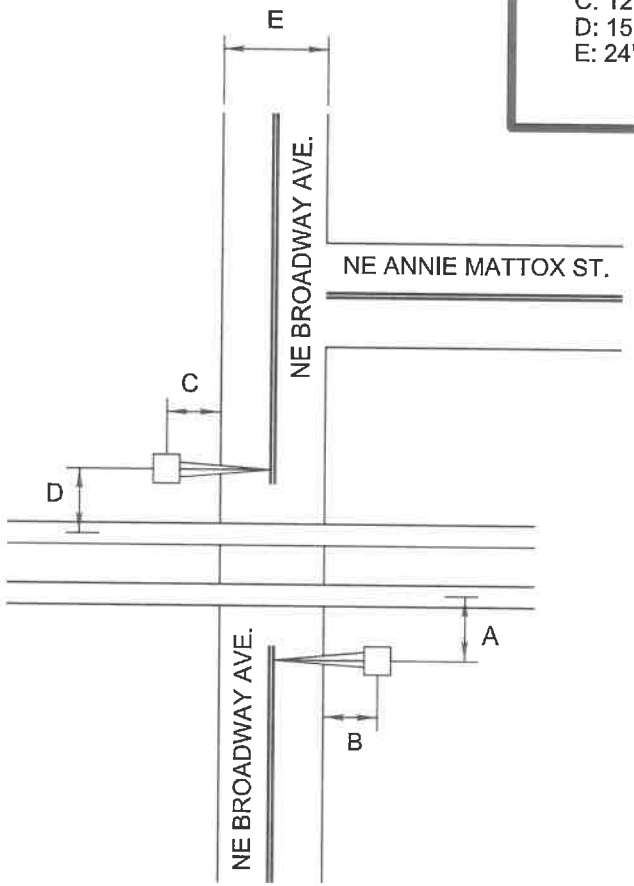
Surface Installment Date:		Maintenance Responsibility:	CITY
Surface Type:	ASPHALT	Roadway Paved:	YES
Pvmt Mrk:		Tracks run down street?	NO
Surface Condition:	EXCELLENT	Sidewalks on Crossing Approach?	NO
Approach:	A = Smooth	Sidewalks Thru Crossing?	NO
Vehicle Reaction:	A = No reaction	Crossing illuminated?	NO
Driver Reaction:	D = Drivers Slow down + Weave	Commerical Power?	YES
Rail/Pad Movement:	A = Smooth	Alternative Power?	NO

Incident History:

Recommended Warning Device: FL & G

EXHIBIT TO RESOLUTION

EXHIBIT TO RESOLUTION



A: 15'
B: 12'3"
C: 12'3"
D: 15'
E: 24'

N

FIN NO:
LAKE CITY, FLORIDA

EXISTING: CFL&G, pavement markings, and advanced warning signs.

RECOMMENDATIONS: Option #1: FGA to remove existing CFL&G and install 1 new FL&G in the SE quadrant, train detection, bungalow, bungalow wrap, and power.

Option #2: FGA to install 1 new gate mast, train detection, and remove existing CFL&G.

Locals to install new Low Ground Clearance advanced warning sign (W10-5 and W10-5P) and trim vegitation on SB approach.

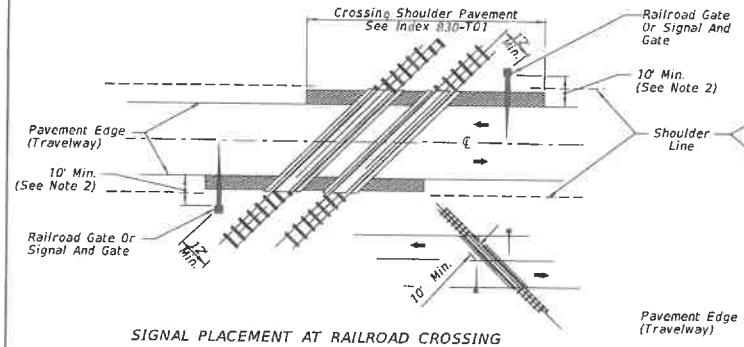
FLORIDA DEPARTMENT OF TRANSPORTATION

CROSSING NO: 622832K
COMPANY: Florida Gulf & Atlantic Railroad
TYPE: IV
CLASS: IV
LOCATION: NE Broadway Ave.
DATE: 4/22/2025

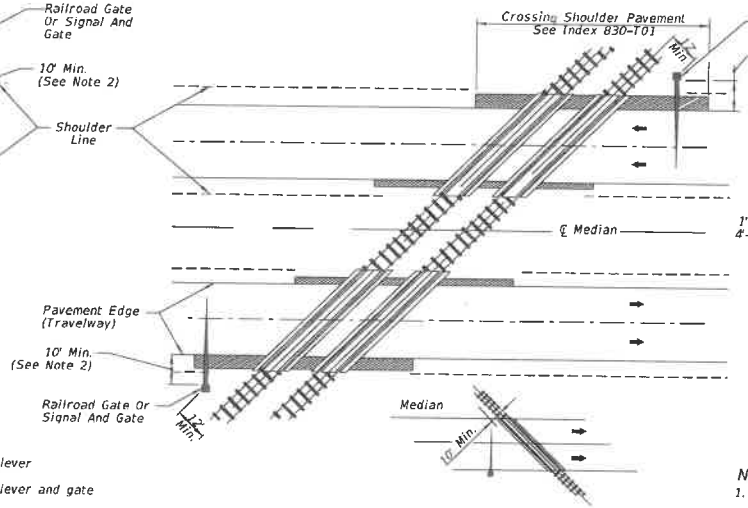
ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX

DRAWING NOT TO SCALE

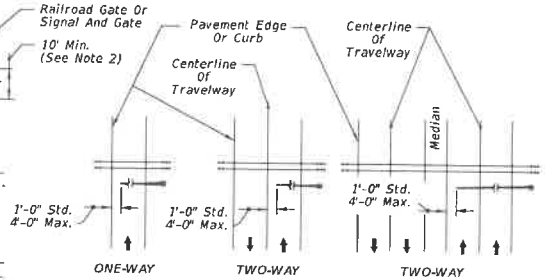
REVIEW TEAM: Kim Dement (FDOT), Kelli Phillips (FDOT), Brian Austin (FDOT), Annely Karron (FDOT), Jordan Eady (FDOT), JT Ripstein (FGA), Darek Severance (FGA), Brian Lolley (FGA), Micah Gilliom (HDR).



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)



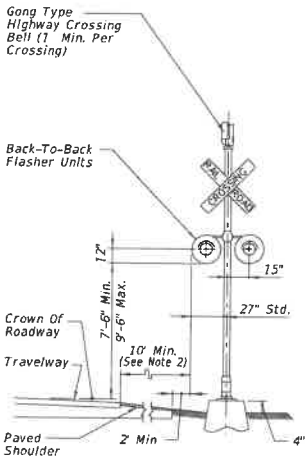
NOTE: Arrows denote direction of travel not pavement markings.

FIGURE 1

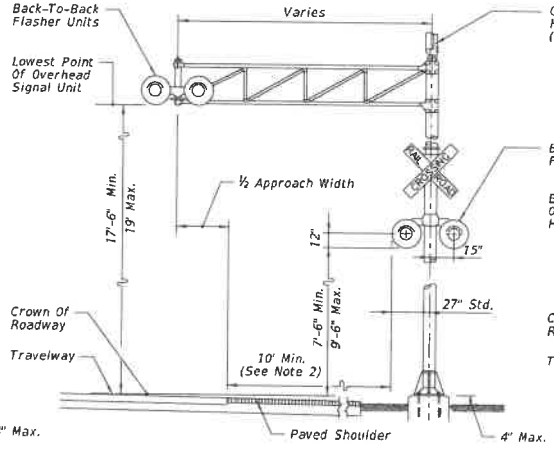
GENERAL NOTES:

1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in Plans or Specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
   - I Flashing warning devices
   - II Flashing warning devices with cantilever
   - III Flashing warning devices with gate
   - IV Flashing warning devices with cantilever and gate
   - V Gate
5. Class of traffic control devices (Not Shown)
   - I 2 Quadrant flashing warning devices-one track
   - II 2 Quadrant flashing warning devices-multiple tracks
   - III 2 Quadrant flashing warning devices and gates-one track
   - IV 2 Quadrant flashing warning devices and gates-multiple tracks
   - V 3-4 Quadrant flashing warning devices and gates-one track
   - VI 3-4 Quadrant flashing warning devices and gates-multiple tracks

NOTE:
1. Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
2. When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



TYPE I



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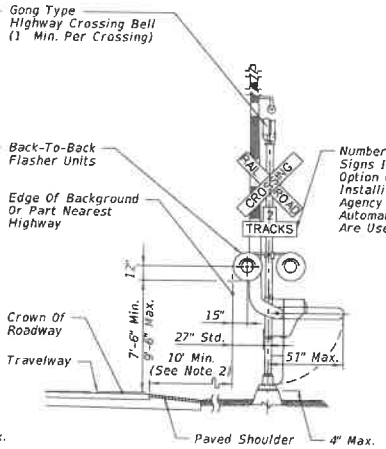

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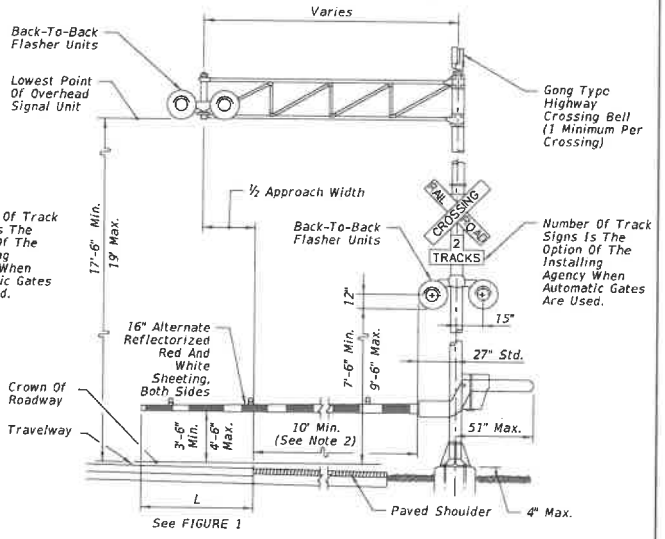

TYPE IV

TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX	SHEET
11/01/23						509-070	1 of 3

EXHIBIT TO RESOLUTION

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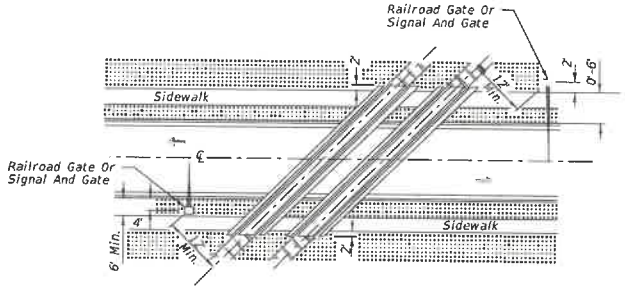
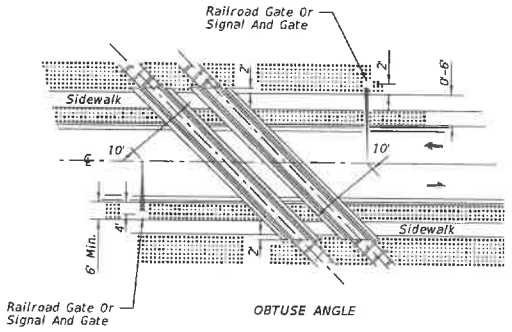


ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 LANES, CURB & GUTTER)



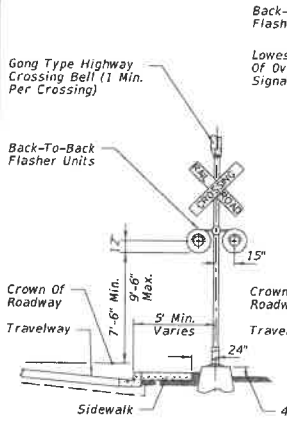
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING

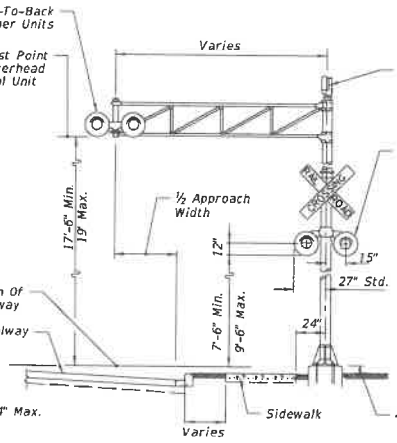
(2 LANES, CURB & GUTTER)

NOTES:

1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



TYPE I



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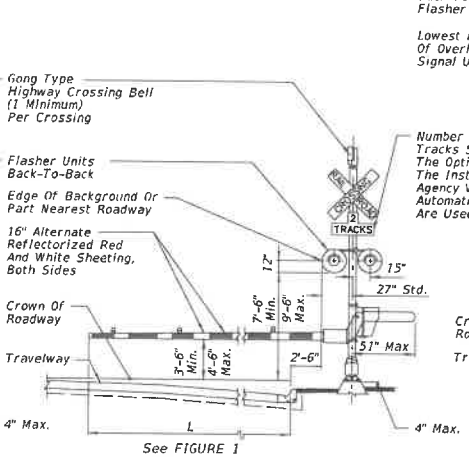

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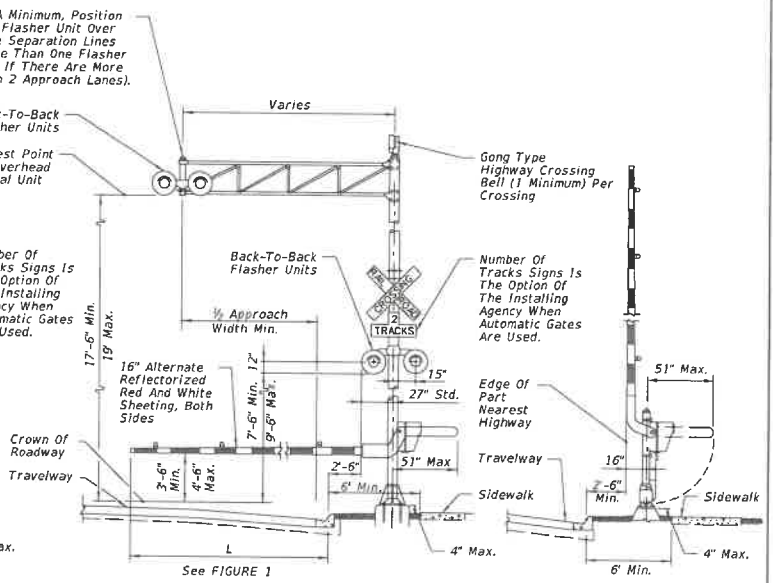


TYPE IV

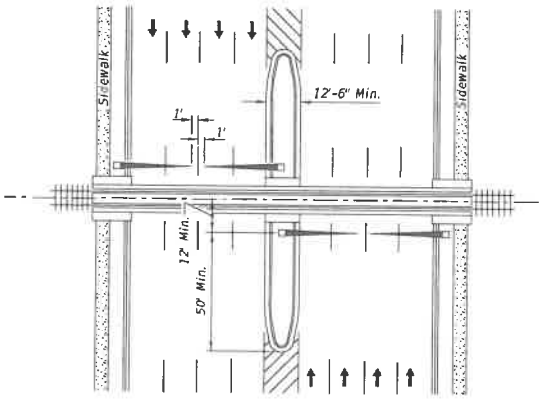
TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

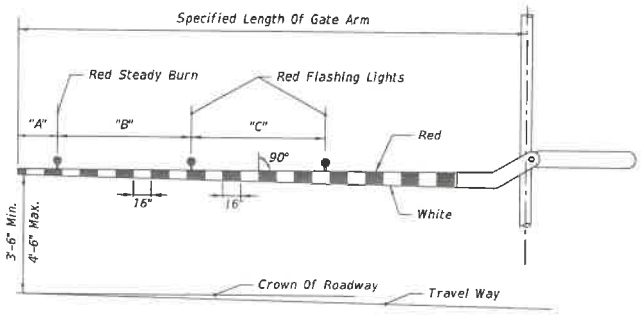
LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX	SHEET
11/01/23						509-070	2 of 3

EXHIBIT TO RESOLUTION

9/10/2024 1:11:19 PM



PLAN

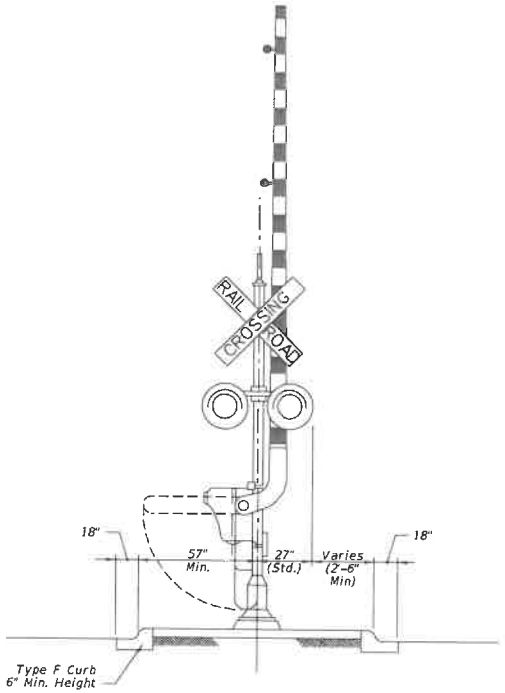


GATE ARM DETAIL

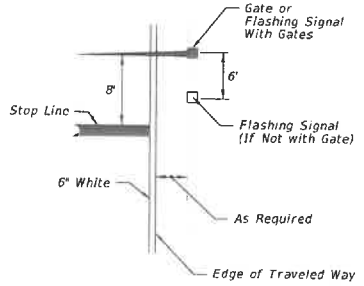
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

NOTE:

For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook" , Part V111; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES



MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

LAST REVISION 11/01/23	REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 3 of 3

EXHIBIT TO RESOLUTION

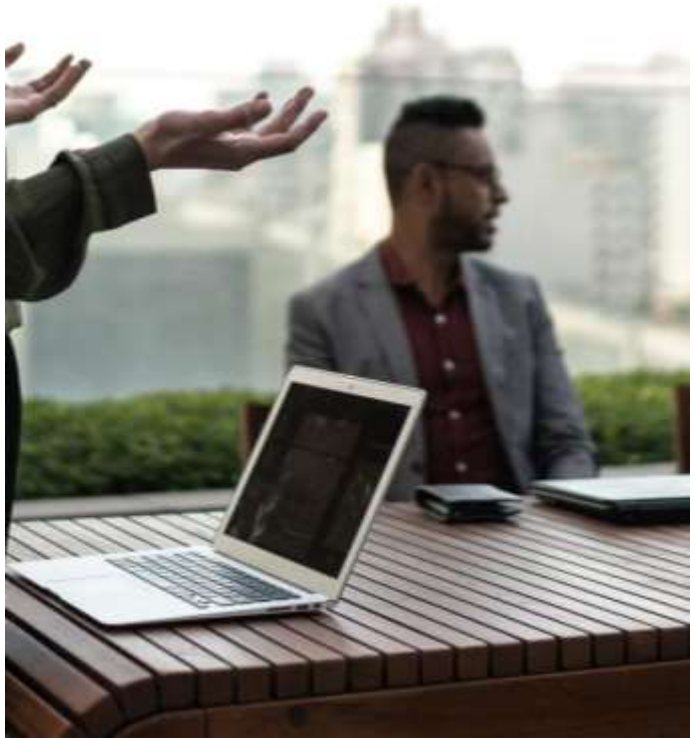
9/10/2024 1:11:26 PM

File Attachments for Item:

4. Partnering for Progress: Precept Acquisitions & City of Lake City (Workforce Housing) - Leslie Buckholtz, President, Precept Acquisitions LLC

PARTNERING FOR PROGRESS: PRECEPT ACQUISITIONS & CITY OF LAKE CITY (WORKFORCE HOUSING)

Collaborating to create accessible housing solutions together



PARTNERING FOR PROGRESS

Strategic Partnership

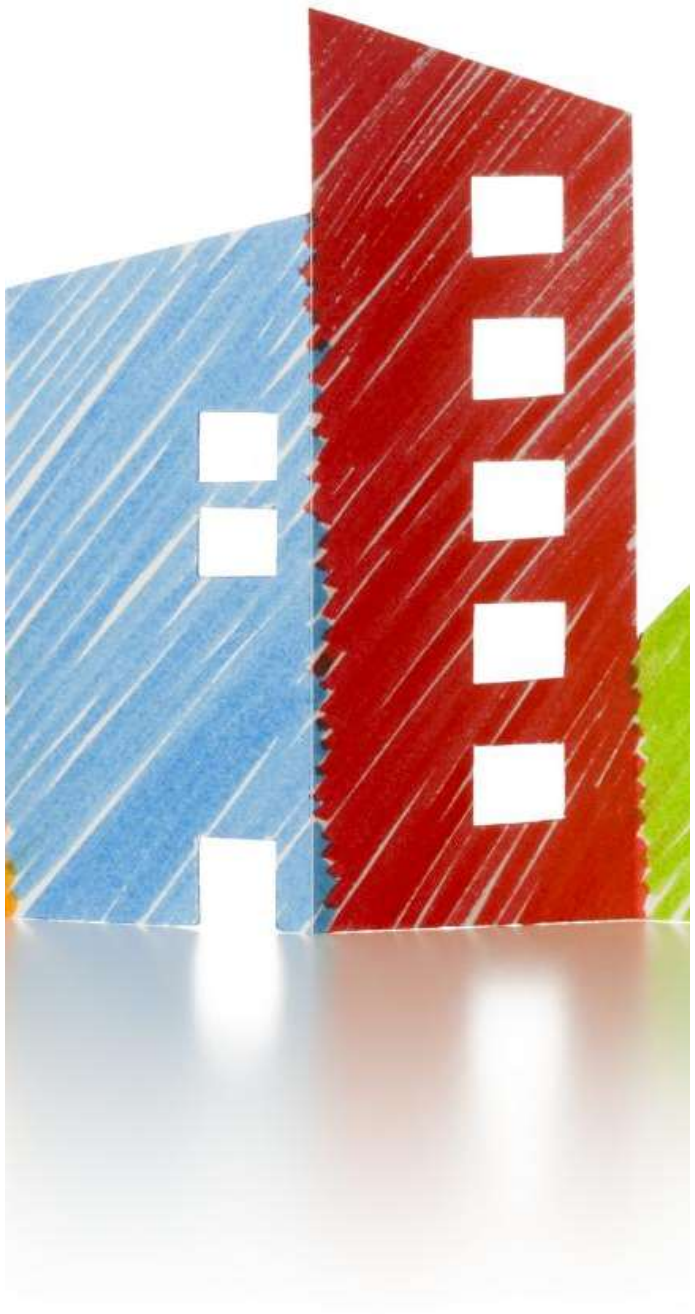
The proposal fosters collaboration between Precept Acquisitions and Lake City to support housing development aligned with city goals.

Addressing Housing Shortages

The initiative emphasizes the urgency of tackling workforce housing shortages to promote inclusive community growth.

Leveraging Resources

The plan includes using funding opportunities and underutilized land to develop community-centric housing solutions.



THE OPPORTUNITY

Population Growth and Housing Demand

Lake City’s growing population includes retirees, young families, and the workforce demographic increasing housing demand beyond supply.

Workforce Housing Challenges

Rising land and construction costs worsen the shortage of workforce housing, impacting essential workers’ access to homes.

Funding and Development Opportunities

Limited funding programs and underutilized land parcels create both challenges and opportunities for strategic housing development.

Strategic Alignment with City Plans

Aligning housing initiatives with Lake City’s comprehensive plan ensures sustainable and intentional community growth.

PRECEPT ACQUISITIONS

WHO WE ARE

Expertise and Experience

Over 30 years of combined experience in land intelligence and acquisition, project management, and corporate process optimization and consulting.

Strategic Intermediary Role

Bridges municipalities and private sector to facilitate workforce housing delivery using proven models.

Development Process Management

Manages end-to-end development from land identification to permitting with focus on alignment and governance.

- **Facilitation & Coordination**: Organizing stakeholder involvement
- **Communication**: Nurturing collaboration
- **Project & Process Monitoring**: Tracking progress and verifying milestone completion
- **Exit Point**: Builder Purchase Transition

OUR VALUE PROPOSITION

Land Intelligence & Acquisition Facilitation

Identify parcels with optimal use by analyzing zoning and infrastructure, enabling informed development decisions.

Comprehensive Development Strategies

Build partnerships, solutions recommendations for loans, vouchers, incentives, and financial programs to support housing development such as USDA Rural Development loans, Housing Choice Voucher for Homeownership, Florida SHIP, Hometown Heros, Builder Incentives, Financial Literacy & Education Non-Profit Partnerships

Execution Support Framework

Provide planning, permitting, and project management structured by phases with clear deliverables and responsibilities.

Governance and Transparency

Co-develop governance frameworks ensuring transparency and city oversight throughout the development process.

STRUCTURED PHASE EXECUTION PLAN

Phase 1: Land Acquisition and Partnerships Formation

Strategic land identification and acquisition facilitation, partnership engagement, - public and private, developers, nonprofits identification and collaboration to align project goals.

Phase 2: Design and Feasibility

Develop conceptual designs and conduct feasibility studies, land due diligence to ensure project viability and necessary opportunity vetting.

Phase 3: Rezoning and Builder Bidding

Manage rezoning application process and a transparent bidding for prospective builders through structured procedures and documentation.

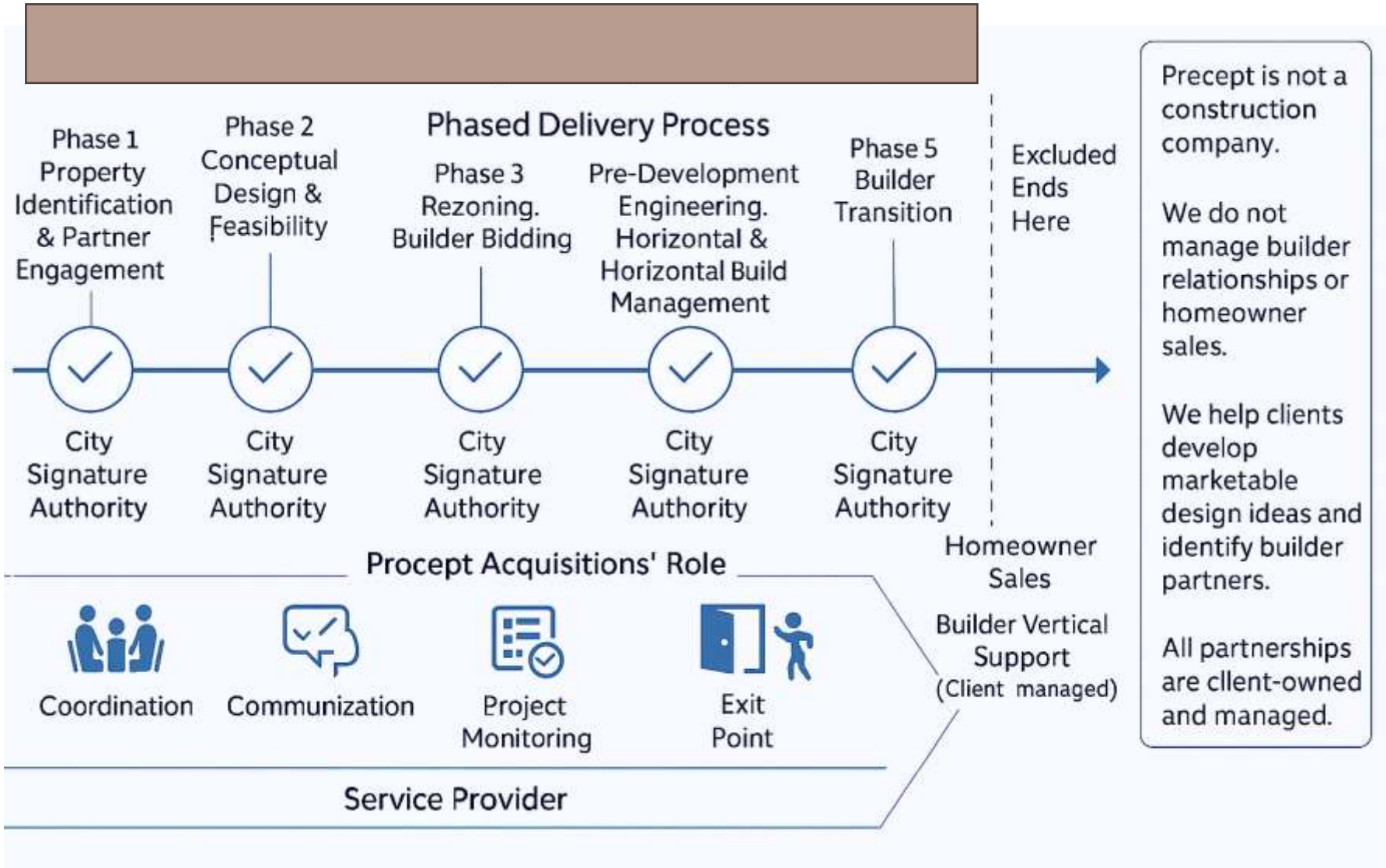
Phase 4: Pre-development Management

Manage oversight for engineering, permitting, and horizontal construction management.

Phase 5: Sale and Vertical Development Transition

Support sale negotiation and Transition to vertical construction builders; Precept does not provide direct vertical construction and end customer sales support or oversight.

PROPOSED DELIVERY MODEL FOR LAKE CITY



Precept is not a construction company.

We do not manage builder relationships or homeowner sales.

We help clients develop marketable design ideas and identify builder partners.

All partnerships are client-owned and managed.

BENEFITS TO LAKE CITY

Accelerated Workforce Housing

Partnership accelerates delivery of workforce housing through a process driven development model, addressing community needs effectively and timely.

Reduced Risk Through Expert Guidance

Provides technical resources, reducing risk through expert guidance for sustainable projects.

Economic and Social Benefits

Increases local revenue, creates jobs, attracts investment, and supports social equity and economic resilience.

Community Centric Development Aligned with City Goals

Development plans shaped by collaborative input directly supporting Lake City’s long-term priorities.

NEHEMIAH'S COURT – AN EQUIMERIT COMMUNITY

Residential Innovation

Nehemiah's Court is a proposed 70-acre project in Baker County that features 366 single- and multi-family units showcasing innovative residential design and community integration.

Community Amenities

The project includes 18 acres of non-residential space with agri-hood gardens, recreation facilities, walking trails, and a community complex.

Sustainable and Workforce Living

Nehemiah's Court balances affordability, sustainability, and quality of life, reflecting local values and community-centric housing.

ENGAGEMENT REQUEST

Engagement Proposal

Precept Acquisitions requests approval to become Lake City's strategic housing development consulting partner.

Next Steps

Key steps include exploratory workshop, parcel review, and public-private partnership initiation.

Benefits to Lake City

Engagement helps capitalize on funding, deliver workforce housing, and align with city plans.

SUMMARY

Land Identification and Acquisition Tools

Precept uses proprietary tools layering zoning, density, and opportunity markers to find suitable land for workforce housing development.

Risk Mitigation Strategies

Risk is reduced through phased planning, zoning alignment, and partnerships with vetted developers and funding agencies.

City Council Role

The city council provides governance and oversight while Precept provides technical and strategic support to execute plans.

Developer Selection Process

Developers are vetted based on workforce housing experience, financial capacity, and alignment with city goals.

Plan Alignment

Site selection aligns with Lake City’s comprehensive plan using land intelligence tools considering zoning and community needs.

Project Timeline

Projects typically take 18–24 months, with early phases accelerated to start construction within 12 months.

File Attachments for Item:

5. City Council Ordinance No. 2025-2329 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application, CPA 25-05, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida Limited Liability Company, the property owner of said acreages, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Property is located at the intersection of NW Real Terrace and NW Bascom Norris Dr)

Passed on first reading 9/3/25

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2329 on final reading

ORDINANCE 2025-2329

PRESENTED BY
ROBERT ANGELO

CITY OF LAKE CITY
Florida's Gateway Est. 1859

AGENDA

- INTRODUCTION
- LOCATION
- RECOMENDATION

QUESTIONS

Introduction

- Parcel 02519-000 has a current Future Land Use designation of Residential Low County, allowing four (2) dwelling units per acre;

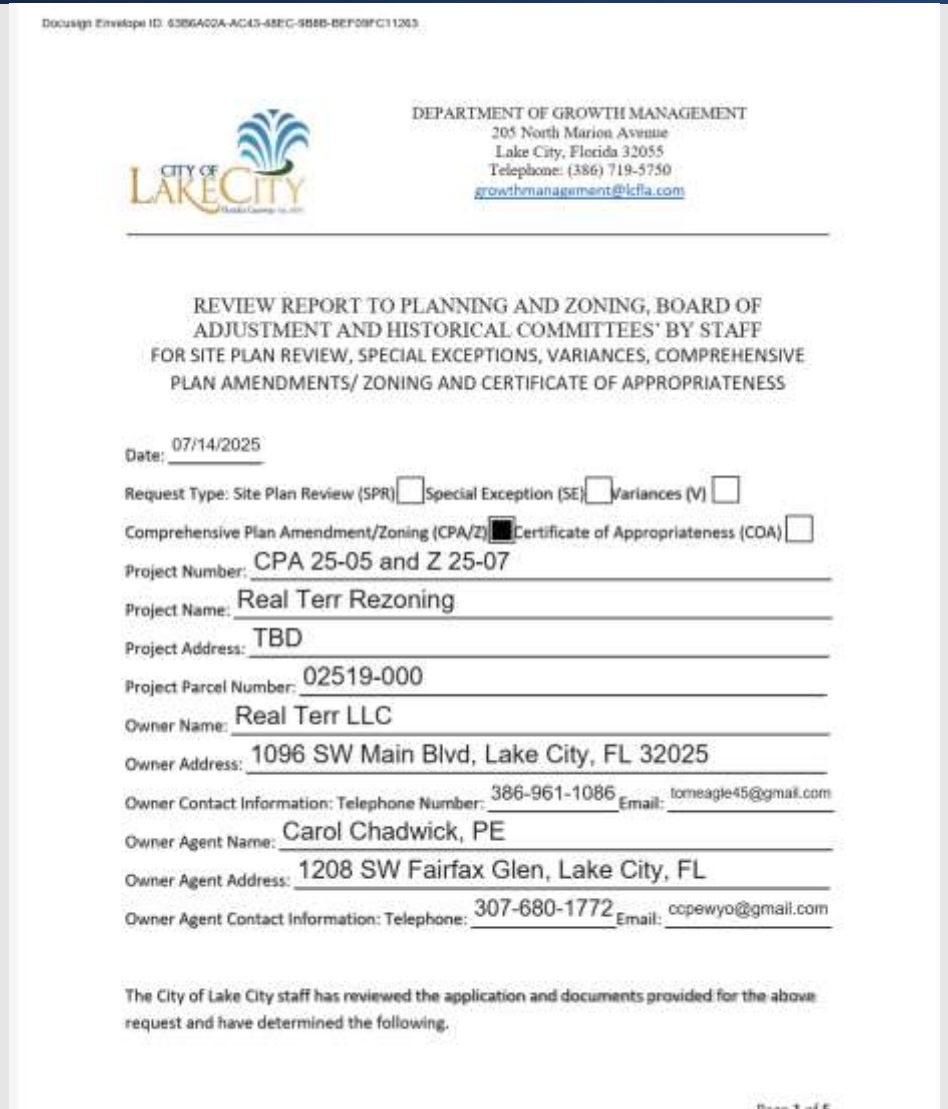
- Petition CPA 25-05 is a request to change the Future Land Use on parcel 02519-000 from Residential Low County (2 dwelling units per acre) to Commercial City;

- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Low County
  - East- Residential Low County
  - South- Commercial County
  - West- Residential Low County

Location

RESIDENTIAL LOW COUNTY
RESIDENTIAL LOW COUNTY
PROPOSED LAND USE CHANGE
RESIDENTIAL LOW COUNTY
COMMERCIAL COUNTY
ZONE AE
ZONE AE
ZONE AE
ZONE AE

Staff Review



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CITY OF LAKE CITY

DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 719-5750
growthmanagement@lcfla.com

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 07/14/2025

Request Type: Site Plan Review (SPR) ☐ Special Exception (SE) ☐ Variances (V) ☐

Comprehensive Plan Amendment/Zoning (CPA/Z) ■ Certificate of Appropriateness (COA) ☐

Project Number: CPA 25-05 and Z 25-07

Project Name: Real Terr Rezoning

Project Address: TBD

Project Parcel Number: 02519-000

Owner Name: Real Terr LLC

Owner Address: 1096 SW Main Blvd, Lake City, FL 32025

Owner Contact Information: Telephone Number: 386-961-1086 Email: tomeagle45@gmail.com

Owner Agent Name: Carol Chadwick, PE

Owner Agent Address: 1208 SW Fairfax Glen, Lake City, FL

Owner Agent Contact Information: Telephone: 307-680-1772 Email: ccpewyo@gmail.com

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru a expedited state review. To other comments at this time.
- **Gas-** Robert is there any utility impact?
- **Public Works-** Storm water?
- **Suwannee River Water Management-** Environmental resource permit (ERP) has not been issued for this site. There are no previous or ongoing compliance issues on the property. An individual ERP would likely be required given the extent of wetlands on the property and proposed commercial activity. SRWMD recommends the applicant schedule a pre-application meeting to discuss permitting requirements.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2025-2329.

QUESTIONS?

CM/rrp
08/08/2025

ORDINANCE NO. 2025-2329

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-05, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGES, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO CITY COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, CPA 25-05, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida limited liability company, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) to CITY COMMERCIAL on property described, as follows:

   A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 89°15'31" East 1,249.62 feet, along the North line of said Section 35 to the Westerly right-of-way line of Northwest Bascom Norris Drive; thence, along said Westerly right-of-way line of Northwest Bascom Norris Drive, the following courses: South 06°45'28" West 63.94 feet; thence South 04°43'05" East 97.88 feet; thence South 17°04'09" East 88.82 feet; thence South 06°26'40" West 87.82 feet; thence South 17°35'04" West 47.93 feet; thence South 54°17'38" West 89.81 feet; thence South 38°49'11" East 76.21 feet; thence South 06°09'02" West 90.06 feet; thence South 25°28'08" West 33.57 feet; thence South 55°46'37" West 57.87 feet; thence South 42°45'12" West 95.51 feet; thence South 16°03'12" West 74.78 feet; thence South 38°41'18" West 88.42 feet; thence South 50°17'24" West 109.17 feet; thence South 23°53'24" West 61.21 feet; thence South 01°55'35" East 69.10 feet; thence North 78°47'28" East 104.91 feet; thence South 44°21'23" East 105.95 feet; thence South 25°19'18" West 92.86 feet; thence South 19°53'29" West 98.86

feet; thence South 14°28'17" West 80.85 feet; thence South 28°38'57" East 58.68 feet; thence South 34°50'27" West 90.47 feet; thence South 21°29'28" West 47.29 feet; thence South 01°07'24" West 89.57 feet; thence South 73°15'28" East 47.25 feet to a point on a non-tangent curve being concave to the East, having a radius of 1,240.92 feet and an included angle of 32°26'29"; thence Southerly, along the arc of said curve, an arc distance of 702.62 feet, said curve being subtended by a chord bearing and distance of South 00°26'33" West 693.27 feet to the end of said courses following the Westerly right-of-way line of Northwest Bascom Norris Drive and to the intersection of the Northerly right-of-way line of Northwest Real Terrace; thence South 19°48'29" West, along said Northerly right-of-way line of Northwest Real Terrace, 48.48 feet; thence South 56°02'19" West still, along said Northerly right-of-way line of Northwest Real Terrace, 901.24 feet; thence North 03°34'11" West 214.77 feet to the South line of the Northeast 1/4 of said Section 35; thence South 87°06'14" West 523.04 feet, along the South line of the Northeast 1/4 of said Section 35, to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 06°39'14" East 2,688.70 feet, along the West line of the East 1/2 of the Northeast 1/4 of said Section 35, to the Point of Beginning.

Containing 72.60 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 87°06'14" East 523.04 feet; thence North 03°34'11" West 85.01 feet; thence South 87°06'14" West 507.74 feet; thence South 06°39'14" West 89.16 feet to the Point of Beginning.

Containing 1.01 acre, more or less.

All said lands containing 71.59 acres, more or less.

2. Parcel Reference. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 00-00-00-11174-001.

3. Severability. It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

   The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2025.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2329- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-05, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, THE PROPERTY OWNER OF SAID ACREAGES, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO CITY COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

6. City Council Ordinance No. 2025-2333 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 25-07, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida Limited Liability Company, the property owner of said acreages; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date.(Property is located at the intersection of NW Real Terrace and NW Bascom Norris Dr)

Passed on first reading 9/3/25

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2333 on final reading

ORDINANCE 2025-2333

PRESENTED BY
ROBERT ANGELO

CITY OF LAKE CITY
Florida's Gateway Est. 1859

AGENDA

- INTRODUCTION
- LOCATION
- RECOMENDATION

QUESTIONS

Introduction

- Parcel 02519-000 is currently zoned Residential Single Family 2 County;

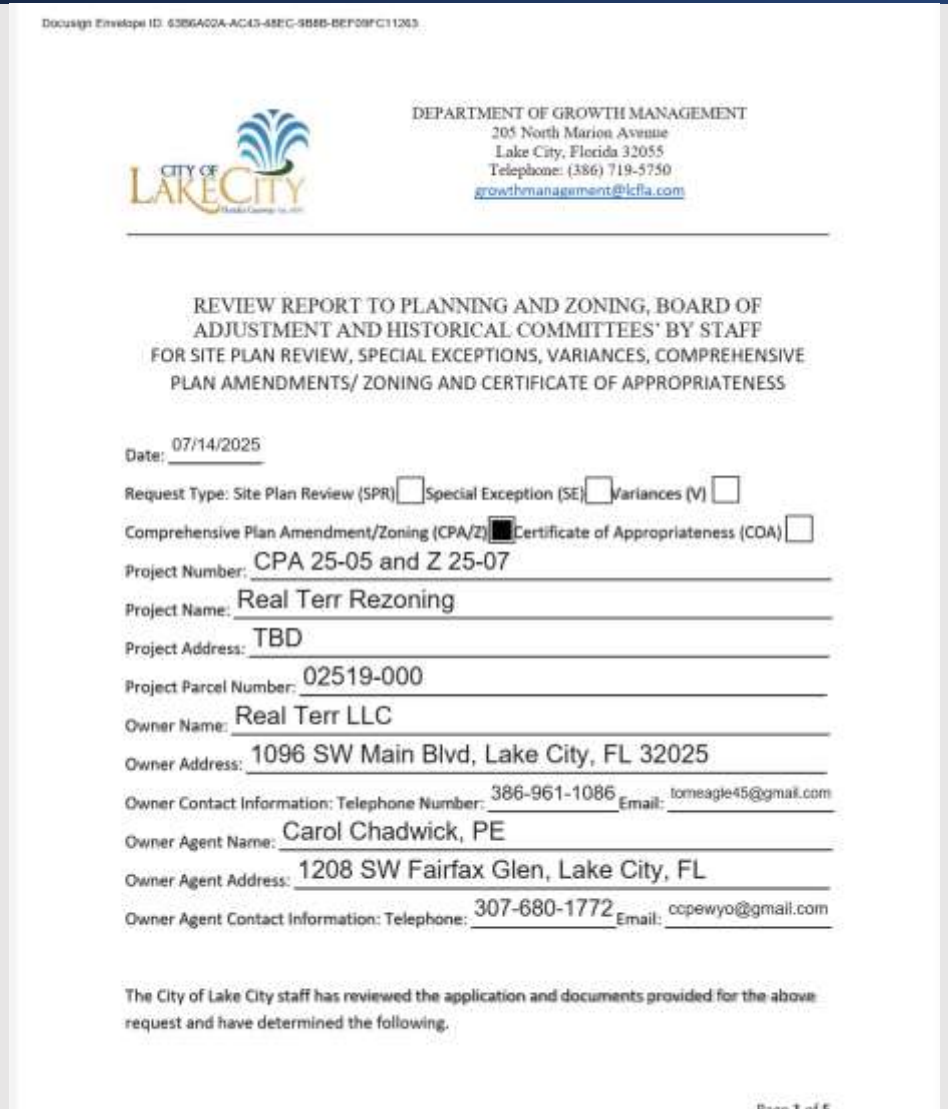
- Petition Z 25-07 is a request to change the Zoning on parcel 02519-000 from Residential Single Family 2 County to Commercial Intensive;

- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Single Family 2 County
  - East- Residential Single Family 2 County
  - South- Commercial Intensive County
  - West- Residential Single Family 2 County

Location

RSF-2 COUNTY
ZONE AE
RSF-2 COUNTY
PROPOSED LAND USE CHANGE
ZONE AE
ZONE AE
RSF-2 COUNTY
CI COUNTY
ZONE A

Staff Review



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CITY OF LAKE CITY

DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 719-5750
growthmanagement@lcfla.com

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 07/14/2025

Request Type: Site Plan Review (SPR) ☐ Special Exception (SE) ☐ Variances (V) ☐

Comprehensive Plan Amendment/Zoning (CPA/Z) ■ Certificate of Appropriateness (COA) ☐

Project Number: CPA 25-05 and Z 25-07

Project Name: Real Terr Rezoning

Project Address: TBD

Project Parcel Number: 02519-000

Owner Name: Real Terr LLC

Owner Address: 1096 SW Main Blvd, Lake City, FL 32025

Owner Contact Information: Telephone Number: 386-961-1086 Email: tomeagle45@gmail.com

Owner Agent Name: Carol Chadwick, PE

Owner Agent Address: 1208 SW Fairfax Glen, Lake City, FL

Owner Agent Contact Information: Telephone: 307-680-1772 Email: ccpewyo@gmail.com

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru a expedited state review. To other comments at this time.
- **Gas-** Robert is there any utility impact?
- **Public Works-** Storm water?
- **Suwannee River Water Management-** Environmental resource permit (ERP) has not been issued for this site. There are no previous or ongoing compliance issues on the property. An individual ERP would likely be required given the extent of wetlands on the property and proposed commercial activity. SRWMD recommends the applicant schedule a pre-application meeting to discuss permitting requirements.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2025-2333.

QUESTIONS?

CM/rrp
08/08/2025

ORDINANCE NO. 2025-2333

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-07, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGES; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the

required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, Z 25-07, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida limited liability company, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY COMMERCIAL, INTENSIVE (CI) on property described, as follows:

   A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 89°15'31" East 1,249.62 feet, along the North line of said Section 35 to the Westerly right-of-way line of Northwest Bascom Norris Drive; thence, along said Westerly right-of-way line of Northwest Bascom Norris Drive, the following courses: South 06°45'28" West 63.94 feet; thence South 04°43'05" East 97.88 feet; thence South 17°04'09" East 88.82 feet; thence South 06°26'40" West 87.82 feet; thence South 17°35'04" West 47.93 feet; thence South 54°17'38" West 89.81 feet; thence South 38°49'11" East 76.21 feet; thence South 06°09'02" West 90.06 feet; thence South 25°28'08" West 33.57 feet; thence South 55°46'37" West 57.87 feet; thence South 42°45'12" West 95.51 feet; thence South 16°03'12" West 74.78 feet; thence South 38°41'18" West 88.42 feet; thence South 50°17'24" West 109.17 feet; thence South 23°53'24" West 61.21 feet; thence South 01°55'35" East 69.10 feet; thence North 78°47'28" East 104.91 feet; thence South 44°21'23" East 105.95 feet; thence South 25°19'18" West 92.86 feet; thence South 19°53'29" West 98.86 feet; thence South 14°28'17" West 80.85 feet; thence South 28°38'57" East 58.68 feet; thence South 34°50'27" West 90.47 feet; thence South 21°29'28" West 47.29 feet; thence South 01°07'24" West 89.57 feet; thence South 73°15'28" East 47.25 feet to a point on a non-tangent curve being concave to the East, having a radius of 1,240.92 feet and an included angle of 32°26'29"; thence Southerly, along the arc of said curve, an arc distance of

702.62 feet, said curve being subtended by a chord bearing and distance of South 00°26'33" West 693.27 feet to the end of said courses following the Westerly right-of-way line of Northwest Bascom Norris Drive and to the intersection of the Northerly right-of-way line of Northwest Real Terrace; thence South 19°48'29" West, along said Northerly right-of-way line of Northwest Real Terrace, 48.48 feet; thence South 56°02'19" West still, along said Northerly right-of-way line of Northwest Real Terrace, 901.24 feet; thence North 03°34'11" West 214.77 feet to the South line of the Northeast 1/4 of said Section 35; thence South 87°06'14" West 523.04 feet, along the South line of the Northeast 1/4 of said Section 35, to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 06°39'14" East 2,688.70 feet, along the West line of the East 1/2 of the Northeast 1/4 of said Section 35, to the Point of Beginning.

Containing 72.60 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 87°06'14" East 523.04 feet; thence North 03°34'11" West 85.01 feet; thence South 87°06'14" West 507.74 feet; thence South 06°39'14" West 89.16 feet to the Point of Beginning.

Containing 1.01 acre, more or less.

All said lands containing 71.59 acres, more or less.

2. Parcel Reference. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 02519-000.

3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Z 25-07, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-05. If Future Land Use Plan Map Amendment, CPA 25-05, does not become effective, this amendment, Z

25-07, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 25-07, to the Official Zoning Atlas may be issued or commence before it has become effective.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2025.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2333- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-07, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, THE PROPERTY OWNER OF SAID ACREAGES; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

7. City Council Ordinance No. 2025-2340 (final reading) - An ordinance of the City of Lake City, Florida, concerning Code Enforcement and Forgiveness of Code Enforcement Liens amending the definition of "violator" in Chapter 2, Article X, Section 2-413 of the City of Lake City, Florida Code of Ordinances; providing for lien forgiveness and forgiveness of fines and liens associated with Code Enforcement proceedings by amending Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances; providing for severability; providing for codification and scrivenor's errors; providing for conflicts, and providing an effective date.

Passed on first reading 10/6/25

CM/rrp
10/01/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2340

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CONCERNING CODE ENFORCEMENT AND FORGIVENESS OF CODE ENFORCEMENT LIENS AMENDING THE DEFINITION OF "VIOLATOR" IN CHAPTER 2, ARTICLE X, SECTION 2-413 OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES; PROVIDING FOR LIEN FORGIVENESS AND FORGIVENESS OF FINES AND LIENS ASSOCIATED WITH CODE ENFORCEMENT PROCEEDINGS BY AMENDING CHAPTER 2, ARTICLE XI OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION AND SCRIVENOR'S ERRORS; PROVIDING FOR CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article X of the Code of the City of Lake, Florida (hereinafter the "Code") titled "Code Enforcement Board" and Chapter 162, Part I, Florida Statutes, provide a process for equitable, expeditious, effective, and inexpensive enforcement of the City's ordinances; and

WHEREAS, the Article X of the Code provides a definition for "violator"; and

WHEREAS, the present definition of "violator" is applicable to "any" person violating the Code, rather than "a" person violating the Code; and

WHEREAS, it is prudent to amend the present definition of "violator" such that it is applicable to "a" person violating the Code; and

WHEREAS, the Code provides for the ability to assess fines and record liens on the real properties of violators of the Code; and

WHEREAS, the City Council recognizes the need to assess fines and record liens against those property owners who violate the ordinances of the City from time to time; and

WHEREAS, the City Council also recognizes the need to temper the effects of the assessment of fines and the effects of liens against violators and their properties and finds the need to create a code enforcement lien forgiveness program; and

WHEREAS, the City Council desires to further assist the community and finds the creation of a code enforcement lien forgiveness program is in the best interests of the City and its citizens; now, therefore,

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

SECTION 1. AMENDMENT OF CHAPTER 2, ARTICLE XI, LAKE CITY CODE OF ORDINANCES.

Section 2-413, Chapter 2, Article X of the City of Lake City, Florida Code of Ordinances entitled "CODE ENFORCEMENT BOARD - DEFINITIONS" is hereby amended as follows:

Sec. 2-413. - Definitions.

As used in this article the following words or phrases shall have the meaning prescribed in this section unless clearly indicated otherwise by the context:

Board or *enforcement board* shall mean the Lake City Code Enforcement Board.

City shall mean the City of Lake City, Florida.

City attorney shall mean the duly appointed attorney for the city.

City council shall mean the duly constituted City Council of the City of Lake City, Florida.

Code enforcement officer shall have the same meaning as code inspector.

Code inspector shall mean any authorized agent or employee of the city who has been duly appointed to such office by the city, and whose duty it is to enforce the codes and ordinances enacted by the city.

Repeat violation shall mean a violation of a provision of the City Code or ordinances by a person who has been previously found through the enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violation occurred at different locations.

Responsible party shall mean any violator who is required to comply with any order of the board of the special magistrate.

Special magistrate shall mean the attorney appointed by the city council to have the same status and authority as an enforcement board.

Violator shall mean ~~any~~ a person who violates a provision of any of the codes or ordinances of the city.

SECTION 2. AMENDMENT OF CHAPTER 2, ARTICLE XI, LAKE CITY CODE OF ORDINANCES.

Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances entitled "CODE

ENFORCEMENT LIEN AMNESTY" is deleted in its entirety and is amended and replaced by the following such that said Chapter 2, Article XI shall read as follows:

ARTICLE XI. – CODE ENFORCEMENT LIEN FORGIVENESS

Sec. 2-424. – Code Enforcement Lien Forgiveness duration; acceptance of applications; multiple violations.

(a) *Title.* This Chapter 2, Article XI shall be known as the "*Code Enforcement Lien Forgiveness Program*" or the "*Forgiveness Program*".

(b) *Separate applications required.* A separate application shall be submitted by an eligible applicant for each recorded code enforcement order resulting in a lien for which forgiveness is sought.

(c) *Intent.* Except as otherwise provided in, and subject to the provisions of this article, it is the intent of the City Council that the Forgiveness Program accomplish both (i) the release of a lien in favor of the city against real property which lien results from an order for fines and costs against a property owner entered pursuant to Chapter 2, Article X of this Code of Ordinances; and (ii) the satisfaction of fines and costs imposed by the order, including accrued interest thereon, from which such lien arises.

Sec. 2-425 Definitions.

The following terms shall have the meanings corresponding thereto in this article. Additionally, the terms and corresponding definitions provided in Section 2-413 of this Code of Ordinances shall be applicable to this article as if fully set forth herein.

Applicant shall mean the violator committing a violation of the codes or ordinances with respect to a specific parcel of real property; a successor and/or assign of such violator, provided such successor and/or assign has an ownership interest in the subject real property; or a prospective purchaser of such subject real property, provided such prospective purchaser is party to a contract with the owner of the subject property to purchase same.

Sec. 2-426 Eligibility criteria.

The following conditions must be fulfilled by an applicant for the Forgiveness Program upon submission to the city of an application for lien forgiveness pursuant to this article for a subject parcel to be eligible for code enforcement lien forgiveness pursuant to this article:

(1) The subject property must comply with all city ordinances.

(2) The order for fines and costs entered pursuant to Chapter 2, Article X of this Code of Ordinances upon which a lien against real property is based and for which forgiveness is sought pursuant to this article shall have been recorded in the public records of Columbia County for a period of no less than two (2) years.

(3) If the subject property is the subject of a foreclosure action to foreclose the lien for which application for lien forgiveness is being made, a final judgment of foreclosure shall not have been entered by the court in such foreclosure action.

Sec. 2-427. Application for satisfaction, reduction, or release of code enforcement liens.

(a) Where, pursuant to Chapter 162, Florida Statutes, a certified copy of an order imposing fines and costs against a violator has been recorded in the public records of Columbia County, Florida, and has become a lien against real property, an applicant may apply for satisfaction of the order imposing fines and costs, and release of the lien against real property of the violator arising therefrom as follows:

(1) The applicant shall complete and submit to the city manager or city manager's designee on such forms as the city manager shall prepare and designate for such purpose an application for release of lien and satisfaction of the corresponding order imposing fines, costs, and assessing other amounts payable to the city pursuant to Article X of this chapter; and such other required documents as set forth in this article. The city manager may require representations of fact provided by an applicant be sworn to and subscribed by the applicant in the presence of a notary.

(2) The applicant shall remit in the form set forth herein full payment of (i) one thousand five hundred dollars ($1,500), plus (ii) that portion of the order imposing fines and costs reflecting the cost of repairs, if any, incurred by the city pursuant to Section 162.09(1), Florida Statutes, plus (iii) interest at the rate established pursuant to Section 55.03, Florida Statutes on that portion of the order arising from the foregoing clause (ii) of this subparagraph (a)(2).

(b) The application for forgiveness of the fine or lien shall be in written form, typed or handwritten on a city-designated application, and shall be submitted

to the city manager or city manager's designee. The application shall include, but not be limited to, the following information:

(1) The applicant's name, physical address, mailing address, telephone number, and email address;

(2) The name of the person or entity having fee simple ownership of the subject property;

(3) The relationship between the applicant and the person or entity having fee simple ownership of the subject property;

(4) The physical address of the subject property, if assigned;

(5) The tax parcel identification number assigned by the Columbia County Property Appraiser for the subject property;

(6) A copy of the recorded order imposing a fine and/or other amounts upon the violator, and creating a lien on real property, which order includes the code enforcement case number;

(7) The date on which the violations cited in the applicable order were remedied and the subject property brought into compliance with city codes;

(8) Payment to the "City of Lake City, Florida" of the total of amounts due the city pursuant to this article, such payment being by United States currency, a financial institution cashier's check, money order, attorney's trust account check, or check drawn on an escrow account maintained by a title insurance agency pursuant to Section 626.8473, Florida Statutes.

(c) Upon receipt of the completed application for forgiveness of the fine or lien the city manager or city manager's designee shall confirm the applicant has (i) fulfilled all conditions precedent to submission of an application pursuant to Section 2-426, (ii) violations resulting in the order imposing penalty or fine have been repaired/remedied, and (iii) the subject property is otherwise in compliance with all applicable city codes. If all information required by the application has been provided by the applicant, the application is otherwise complete, the violation resulting in the order imposing penalty or fine have been repaired/remedied, the subject property otherwise brought into compliance with applicable city codes, and there presently exists no violation of city code upon the subject property, the city manager or city manager's designee shall execute, cause to be recorded, and provide to the applicant (and violator, if applicable) a satisfaction of the order imposing fines and costs, and

release of lien applicable to the order and lien for which application for forgiveness was made.

(e) Provided each and all of the applicable conditions set forth in this article are met, the city manager or city manager's designee shall approve the application.

(f) When a judgment is satisfied and lien released pursuant to the forgiveness program, the city manager or city manager's designee shall execute and record in the public records of Columbia County, Florida, a satisfaction of order imposing fines and costs and release of lien corresponding to the recorded order imposing fines and costs for which application for forgiveness was made by the applicant.

Sec. 2-428. Other lien releases.

In addition to the satisfaction of order imposing fines and costs and release of liens described above, the city manager or city manager's designee shall execute a release of a code compliance or code enforcement lien which has been deemed in writing by the city attorney to be legally unenforceable or uncollectable for one or more of the following reasons:

(1) The lien is more than twenty (20) years old; or the statute of limitations applicable to the lien has otherwise expired;

(2) The lien was properly foreclosed by order of a court of competent jurisdiction;

(3) The lien was properly discharged in a bankruptcy proceeding by the order of a bankruptcy court;

(4) The property encumbered by the fine or lien is currently owned by the city; or

(5) Any other reason as determined by the city attorney establishing a lien is legal unenforceable or the fines and other amounts due pursuant thereto are uncollectable.

Sec. 2-429. Delegation of Authority

The city council hereby delegates to the city manager or city manager's designee the authority to review and consider applications pursuant to the Forgiveness Program, to make determinations as provided herein, and to

execute and record satisfactions of orders imposing fines and costs, and releases of lien pursuant to this article.

Sec. 2-430. Sunset Review

This article shall stand repealed on April 1, 2031 unless reviewed and saved from repeal through reenactment by the city council. Notwithstanding the foregoing sentence, the city manager or city manager's designee shall, with respect to all complete applications submitted to and received by the city manager or city manager's designee prior to April 1, 2031, retain the powers and authority delegated in this article to act on and make determinations with respect to such timely submitted complete applications.

SECTION 3. SEVERABILITY.

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 4. CODIFICATION AND SCRIVENOR'S ERRORS.

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances and resolutions, or parts of ordinances and resolutions in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 6. EFFECTIVE DATE

This ordinance shall be effective as of the date of its adoption.

PASSED upon first reading this ____ day of October, 2025.

NOTICE PUBLISHED on the ____ day of October, 2025.

PASSED AND ADOPTED on the second and final reading this ____ day of October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CONCERNING CODE ENFORCEMENT AND FORGIVENESS OF CODE ENFORCEMENT LIENS AMENDING THE DEFINITION OF "VIOLATOR" IN CHAPTER 2, ARTICLE X, SECTION 2-413 OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES; PROVIDING FOR LIEN FORGIVENESS AND FORGIVENESS OF FINES AND LIENS ASSOCIATED WITH CODE ENFORCEMENT PROCEEDINGS BY AMENDING CHAPTER 2, ARTICLE XI OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION AND SCRIVENOR'S ERRORS; PROVIDING FOR CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The City Council recognizes the need to assess fines and record liens against those property owners who violate the ordinances of the City from time to time. The City Council also recognizes the need to temper the effects of the assessment of fines and the effects of liens against violators and their properties and finds the need to create a code enforcement lien forgiveness program. The City Council desires to further assist the community and finds the creation of a code enforcement lien forgiveness program is in the best interests of the City and its citizens. Two years following the date upon which an order for fines and costs is entered pursuant to which a lien against real property is based, the proposed code enforcement lien forgiveness program would allow a person with standing under the ordinance to have all code enforcement liens forgiven and judgments satisfied upon confirmation the relevant parcel of property has been brought into compliance with all relevant codes, AND upon payment of $1,500 to the City to cover the City's estimated costs in administering the code enforcement program.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The estimated direct economic impact on a private, for-profit business having a code violation that has resulted in a lien against real property would be $1,500. In most cases, this amount would be less than the cost to such private, for-profit businesses to pay the full costs of the judgment resulting in the lien. Notwithstanding, such a private, for-profit business would also incur the cost of code compliance for the relevant real property.

(a) An estimate of direct compliance costs that businesses may reasonably incur;

Estimated direct compliance costs a business would incur would be the cost of code compliance, plus the $1,500 fee to cover the City's estimated costs in administering the code enforcement program.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

A new fee in the amount of $1,500 would be payable in lieu of the amount of the relevant code enforcement judgment amount.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City's estimated regulatory costs for the code enforcement program and associated lien forgiveness program is estimated to be at least $1,500 per judgment lien forgiven. Estimated revenues from the lien forgiveness program are $1,500 per code enforcement lien forgiven. Such $1,500 fee is in lieu of payment of the code enforcement judgment amount, which would presumably be a savings to the judgment debtor.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Fewer than 50 businesses. Most liens are against non-businesses and non-business entities.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (i.e., to individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

File Attachments for Item:

8. City Council Ordinance No. 2025-2342 (final reading) - An ordinance of the City of Lake City, Florida, relating to the presence of minors in businesses selling alcoholic beverages; repealing Chapter 6, Section 6-5 of the City of Lake City Code of Ordinances in its entirety; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Passed on first reading 10/6/25

CM/rrp
09/29/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2342

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE PRESENCE OF MINORS IN BUSINESSES SELLING ALCOHOLIC BEVERAGES; REPEALING CHAPTER 6, SECTION 6-5 OF THE CITY OF LAKE CITY CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING DIRECTION FOR CODIFICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 6, Section 6-5 of the City of Lake City (the "City") Code of Ordinances (the "Code") prohibits a person licensed by the State of Florida, Division of Alcoholic Beverages and Tobacco (a "Licensee") from selling alcoholic beverages on such licensed premises while a person under the age of twenty-one (21) years is present on such premises; and

WHEREAS, it is now common for restaurants and other eating establishments to provide food and other amenities to people under the age of twenty-one (21) years, including children accompanied by parents, while also serving alcohol to others twenty-one (21) years of age and older in such establishment; and

WHEREAS, Chapter 6, Section 6-5 of the Code has not been enforced by the law enforcement authorities in the City at any time in recent memory; and

WHEREAS, state statutes and regulations permit establishments which serve alcohol to examine their risks and to self-regulate the age of those who are permitted on their premises while alcohol is served to those of a legal age to purchase it; and

WHEREAS, repealing Chapter 6, Section 6-5 of the Code would align the Code with current social, economic, and law enforcement practices; and

WHEREAS, the City Council desires to repeal Chapter 6, Section 6-5 of the Code in its entirety; and

WHEREAS, the City Council, being fully advised of the facts and circumstances recited herein hereby finds and determines the repeal of Chapter 6, Section 6-5 of the Code to be in the interests of the general welfare and the interests of the public:

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF LAKE CITY, FLORIDA:

SECTION 1. CHAPTER 6, SECTION 6-5. OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY, FLORIDA IS REPEALED AND AMENDED AS FOLLOWS:

Sec. 6-5. – ~~Persons under 21 on premises.~~ [Reserved]

~~No person licensed under the division to sell alcoholic beverages for consumption on the premises shall permit persons under 21 years of age to go in or remain on the premises of such place of business even though accompanied by an adult person.~~

SECTION 2. CODIFICATION

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

SECTION 4. PROVIDING FOR SEVERABILITY

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

APPROVED, UPON THE FIRST READING, by the City Council of the City of Lake City at a regular meeting, on the ____ day of October, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the ____ day of October, 2025.

APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this ____ day of October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2025-2342

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE PRESENCE OF MINORS IN BUSINESSES SELLING ALCOHOLIC BEVERAGES; REPEALING CHAPTER 6, SECTION 6-5 OF THE CITY OF LAKE CITY CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING DIRECTION FOR CODIFICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Chapter 6, Section 6-5 of the City of Lake City (the "City") Code of Ordinances (the "Code") prohibits a person licensed by the State of Florida, Division of Alcoholic Beverages and Tobacco (a "Licensee") from selling alcoholic beverages on such licensed premises while a person under the age of twenty-one (21) years is present on such premises. The current iteration of this ordinance was enacted in or before 1968. It is now common for restaurants and other eating establishments to provide food and other amenities to people under the age of twenty-one (21) years, including children accompanied by parents, while also serving alcohol to others twenty-one (21) years of age and older in such establishment. Additionally, Chapter 6, Section 6-5 of the Code has not been enforced by the law enforcement authorities in the City at any time in recent memory. Furthermore, state statutes and regulations permit establishments which serve alcohol to self-examine their risks and to self-regulate the age of those who are permitted on their premises while alcohol is served to those of a legal age to purchase it. Accordingly, repealing Chapter 6, Section 6-5 of the Code would align the Code with current social, economic, and law enforcement practices, while allowing uniform enforcement pursuant to state statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This proposed ordinance repeals a regulation and there would be no regulatory impacts on business.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No known number of businesses, but every business that serves alcohol in the City would benefit from the relief afforded by the repeal of Section 6-5 of the Code of Ordinances.

4. Additional information the governing body deems useful (if any):

Adoption of this ordinance would allow enforcement of state law without additional local regulation.

File Attachments for Item:

10. City Council Ordinance No. 2025-2327 (first reading) - An ordinance pertaining to solid waste services and management within the City of Lake City; providing updated definitions; establishing provisions related to third-party and contractor-generated waste; establishing provisions related to storm debris waste contractors; establishing a contractor registration process for declared states of emergency; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2327

AN ORDINANCE PERTAINING TO SOLID WASTE SERVICES AND MANAGEMENT WITHIN THE CITY OF LAKE CITY; PROVIDING UPDATED DEFINITIONS; ESTABLISHING PROVISIONS RELATED TO THIRD-PARTY AND CONTRACTOR-GENERATED WASTE; ESTABLISHING PROVISIONS RELATED TO STORM DEBRIS WASTE CONTRACTORS; ESTABLISHING A CONTRACTOR REGISTRATION PROCESS FOR DECLARED STATES OF EMERGENCY; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake City (the "City") exercises regulatory authority over solid waste services and management in the City (the "Regulatory Function"); and

WHEREAS, to perform its Regulatory Function, the City provides certain services related to solid waste services and management in the City and for the benefit of the public welfare (the "Services"); and

WHEREAS, the has established certain ordinances concerning solid waste services and management in the City (the "Ordinances"), which must be updated from time to time; and

WHEREAS, storm debris removal has been a particularly vexatious activity for the City to manage during declared states of emergency following significant weather events; and

WHEREAS, establishing a regulatory framework to provide order to storm debris removal is for the benefit of the public welfare; and

WHEREAS, the City Council, being fully advised of the facts and circumstances, hereby finds it necessary and in the interest of prudent management of the City's solid waste services to update the definitions in the Ordinances and to establish a regulatory framework concerning storm debris contractors and removal; now, therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

SECTION 1. AMENDMENT OF CHAPTER 83, ARTICLE I – SOLID WASTE SERVICES AND MANAGEMENT, STANDARDS AND REGULATIONS

Chapter 83, Article I, City of Lake City Code of Ordinances is hereby amended to read and provide as follows:

CHAPTER 83 - SOLID WASTE SERVICES AND MANAGEMENT

ARTICLE I. - STANDARDS AND REGULATIONS

Sec. 83-1. - Finding and purpose.

The city finds ~~that~~ it is necessary and fulfills a public purpose to provide for solid waste services ~~to~~ for its citizens and ~~provide~~ for the ~~its~~ efficient management thereof ~~in order~~ to enhance the beauty and quality of the environment of the city; conserve and recycle ~~our~~ the city's natural resources; prevent the spread of disease and the creation of nuisances; protect the public health, safety and welfare; comply with all applicable state and federal laws; and provide a coordinated city-wide solid waste management program.

Sec. 83-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automated collection means a system of waste collection which utilizes automated or semi-automated refuse carts, or dumpsters and collection vehicles capable of automatically or semi-automatically picking up and unloading the refuse cart.

Biohazardous waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste containing human-disease-causing agents; used disposable sharps; human blood, human blood products, and any body fluids; and any other materials representing a significant risk of infection to persons outside of the generating facility or defined as "biohazardous waste," "biomedical waste," or "biological waste" under state or federal law.

Building official means the ~~city~~ director of the city's growth management~~building, zoning and licensing~~ department.

Bulky waste means quantities of municipal solid waste, yard waste or other items ~~whose~~ the large size of which precludes or complicates their handling by ~~trash can residential solid waste collection~~ use of a refuse cart, automated collection, or containerized residential solid waste collection processing or disposal methods. Bulky waste shall not include other municipal solid waste requiring special handling and management, including, but not limited to, white goods, waste tires, refrigerants, used oil, lead-acid batteries, construction and demolition debris, ash

residue, and biohazardous waste.

Citation means a written notice, issued by an officer to a person ~~by an officer, that~~ which person the officer has probable cause to believe ~~the person~~ has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge.

City means the City of Lake City, Florida.

City council or *council* means the City Council of the City of Lake City, Florida.

Collector means any person: (1) employed by, or who contracts with the city, or who has a permit issued by the city; and (2) who is engaged in the collection, transportation, and/or disposal of municipal solid waste or recovered materials from residential, ~~commercial, industrial,~~ institutional, commercial and industrial premises, or other establishments.

Commercial and industrial premises means each or all premises except residential premises.

Commercial municipal solid waste container ~~or commercial solid waste container~~ means a dumpster, roll-off box, compactor, or other container for municipal solid waste approved for commercial use by the city.

~~*Compacted municipal solid waste* means municipal solid waste that has been processed by a compactor.~~

Compactor means any fixed or mobile, manual, mechanical, hydraulic or electrical machine designed and used specifically for compacting, volume reduction, densification, and containing of refuse or recyclables.

Construction and demolition debris (also see *contractor-generated waste*) means discarded materials generally considered to be not water soluble and nonhazardous in nature, including but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; and clean cardboard, paper, plastic, wood, and metal scraps from a construction project. Mixing of construction and demolition debris with other types of municipal solid waste will cause it to be classified as other than construction and demolition debris.

Contained yard waste means yard waste, which is placed in containers, provided by the customer or provided and assigned by the city. Acceptable containers provided by the customer include metal or plastic cans (each not to exceed 32-gallon capacity), or plastic garbage bags, provided ~~that~~ the bags ~~are not over 60-gallon capacity and~~ do not weigh more than 60 pounds. The cans or bags shall be strong enough to support the weight of the contents without tearing, ripping or breaking.

Container means a receptacle for the accumulation of solid waste or recyclable materials including, but not limited to, trash can, roll cart, bulk container or dumpster requiring mechanical lifting, and roll-off, open-top, or compaction containers.

Containerized residential solid waste collection means the collection of residential municipal solid waste from dwelling units whose garbage is collected by means of a central or shared commercial municipal solid waste container and not by means of a ~~garbage can or~~ refuse cart.

Contaminated waste means waste other than horticultural waste or yard waste that is commingled for collection with horticultural waste and/or yard waste.

Contractor-generated waste means construction and demolition debris, or bulky yard waste, or any combination thereof, generated by builders, building contractors, privately-employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services, and nurseries.

Curbside means that portion of the right-of-way adjacent to and abutting the traveled city streets and alleys. The intention of a curbside designation is to allow collection in a rapid manner with walking or reaching minimized. In all cases, the ~~public works director~~city manager or city manager's designee shall have the authority to approve or specify the precise location for such curbside placement.

Curbside collection means the collection of refuse and loose yard waste from a customer receiving residential service by a collector at the curbside.

Customer means the person, organization or corporation responsible for payment of all residential, commercial, or commercially-collected residential services used at a specific location, and further defined as that person, organization or corporation who signed the utility application or commercial service contract requesting that services be made available at the specific location and thereby agreeing to pay for all usage of such services occurring at the location.

Debris contractor means any person, persons acting in concert, corporation, company, partnership, or any other person or entity which, acting on a for-profit

basis, performs cleanup of storm debris.

Dumpster means any container with a capacity of one (1) cubic yard or greater.

~~*Dumpster lock* means a lock provided for commercial sanitation customers requiring lock service. The lock operates with a master key and is the only lock a customer may use to secure its dumpster enclosure with gates.~~

~~*Dumpster pad* means construction of a concrete pad at a location approved by the city.~~

~~*Dumpster pad enclosure* means a three-sided structure used to enclose a dumpster pad. The enclosure may include attachment of swinging gates at the dumpster service entrance of the pad. The enclosure and gates must be constructed in compliance with the city's specifications.~~

Garbage means all accumulations of animal, fruit, or vegetable matter ~~that~~ resultings from the preparation, use, cooking, dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature ~~which is~~ subject to decay, putrefaction, and the generation of noxious and offensive gases or odors, or which, during and after decay, may serve as a breeding or feeding material for rodents, stray animals, flies or other germ-carrying insects.

~~*Gated communities* means a residential development with privately owned homes and roads where ingress and egress to the development is controlled by gates or other forms of security.~~

Hazardous waste means waste ~~which requires~~ requiring special handling due to its acute or chronic effects on air ~~and~~ or water quality, on fish, wildlife, or other biota, and on the health and welfare of the public, including but not limited to, material designated as hazardous in any federal, state, county, or city statute, regulation, or ordinance; also ~~that~~ waste ~~which is~~ determined to be hazardous by the United States Environmental Protection Agency, or any other federal agency.

Horticultural waste means an accumulation of lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, palm fronds, tree branches not exceeding four feet in length and four inches in diameter, bushes or shrubs, green leaf cuttings, vegetables, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or noncombustible materials not susceptible to normal loading and collection in load-packer type sanitation equipment used for regular collections from domestic households. Tree trimmings and palm fronds shall be tied in bundles not exceeding four feet in length, not weighing over 50 pounds, and placed at the curb for pickup. [QUESTION – Do we

collect this type of material through our municipal collection program/system?]

~~*Industrial solid waste* means municipal solid waste generated by manufacturing or industrial processes that is not hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes; electric power generation; fertilized/agricultural chemicals; food and related products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.~~

Junk means ~~household discarded materials, furniture, and any other discarded matter other than garbage and~~trash other than yard waste, which is noncontainable and is abandoned for disposal.

Litter means any garbage, rubbish, trash, refuse, can, bottle, container, paper, lighted or unlighted cigarette or cigar, or other like material which is not containerized.

Loose yard waste means yard waste placed out for collection ~~grass, leaves, tree limbs or other organic cuttings related to the maintenance of lawns or gardens~~ that is not ~~containerized and is placed out for collection~~contained yard waste.

Municipal solid waste means discarded property, whether composed of either organic or inorganic particles or a combination of both, including garbage, junk, refuse and trash. The term does not include recovered materials as defined in ~~F.S. §~~Section 403.703~~(6)~~(24), Florida Statutes or yard waste.

Officer means any code enforcement officer or such other person designated and appointed by the city manager.

Owner means a person who owns, leases ~~or~~, occupies, or otherwise exercises dominion and control over and about property.

~~*Permittee* means any person who obtains a franchise agreement or private hauler permit from the city.~~

Plastic garbage bag means a polyethylene or other heavy-duty plastic bag, ~~which~~ meetings ~~s~~ the National Sanitation Foundation~~,~~ standard for thickness of one and one-tenth mils, ~~has~~ having a capacity not to exceed 32 gallons, and ~~has~~ having a securing mechanism.

Private road means an undedicated paved or unpaved thoroughfare ~~that provides~~

providing vehicular access to developed property.

Private ~~solid waste hauler, private hauler, private collector or hauler~~ means any person engaging in conduct for which a permit is required by the city.

Rates~~~~ ~~shall~~ or *fee* means those charges ~~and fees~~ adopted by the city council by resolution, ordinance, or contract for the collection, disposal, and management of municipal solid waste, yard waste, and recovered materials.

Recovered materials means metal, paper, glass, plastic, textile, rubber or organic, including without limitation, yard waste materials ~~that have~~having known recycling potential, that can be feasibly recycled, and have been diverted and source-separated or have been removed from the municipal solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use ~~that constitutes~~ constituting disposal. Recovered materials are not municipal solid waste.

~~*Recovered materials dealer* means any person who handles, purchases, receives, recovers, sells, or is an end-user of recovered materials and has obtained current certification to be a recovered materials dealer pursuant to the procedures and requirements defined in F.S. §§ 403.7046(1) and 403.7046(3)(b).~~

Recyclable commodities are items which can be reused after processing, and would otherwise be processed as municipal solid waste.

Recyclable materials means those materials capable of being recycled that would otherwise be processed or disposed of as solid waste.

Recycling means any process by which materials, which would otherwise become municipal solid waste, are diverted, collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling container means an authorized container for recyclable commodities.

Recycling dumpster means a dumpster specifically colored and labeled for the collection of specific recyclable commodities.

Refuse means garbage, trash and any other discarded matter ~~which is~~ containable and ~~is~~ abandoned for disposal but ~~is~~ not sought for recycling.

Refuse cart means a serial numbered container with a capacity of between 40 and 96 gallons, on wheels for rolling, with a nonremovable, hinged lid, suited to semi-automated or automated dumping equipment which is provided by the city or its designated contractor.

Rerouting means the purposeful or unintended altering of a planned collection route ~~which prevents~~ preventing the collection of municipal solid waste at the time service is normally provided. Purposeful or unintended altering may include, but is not limited to, obstruction, inaccessibility, customer request, or complaints from nearby residents.

Residential means the use of property as a residential premises.

Residential dwelling means any premises used as a single-family dwelling.

Residential premises means any single-family dwelling or premises used as a multi-family dwelling within the city.

Residential service means the solid waste collection service provided to persons occupying a residential premises within the city.

~~*Salvaging* means the controlled removal of valuable or useful material from municipal solid waste for utilization.~~

Sanitary municipal solid waste system means those formal divisions of the department involved in the management and disposal of municipal solid waste.

~~*Sanitary nuisance* means a condition created by any person(s), or the keeping, maintaining, propagation, existence, or permitting of anything by a person(s) by which the health or lives of individuals may be threatened or impaired, or by which disease may be caused or transmitted.~~

Sanitation services means a city general fund service established pursuant to section 83-3.

~~*Scavenging* means the uncontrolled removal of materials at any point in solid waste management. Sanitary municipal solid waste system means those formal divisions of the department involved in the management of municipal solid waste.~~

Sludge means any solid or semi-solid or liquid generated from any water or wastewater treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or an such waste having similar characteristics or effect.

Special pickup service ~~is~~ means a collection service for pickup of items not authorized on a regular collection schedule. A special pickup service fee is charged based upon the total cost of labor, materials, equipment, and disposal expense incurred as determined by the city.

State of Emergency means any national, state, local, or other formally and officially

declared state of emergency under local, state, or federal law by a governmental authority having jurisdiction in or over the city.

Storm debris means any inorganic or organic refuse material resulting from any man-made or natural disaster, wind or flood event, tornado, tropical storm, or hurricane.

Trash means household discarded materials, furniture, and any other discarded matter, other than garbage, which is abandoned for disposal.

Waste means trash, garbage, rubbish, refuse, special waste, yard waste, or other discarded material resulting from domestic, commercial, or governmental operations, excluding biohazardous waste, biomedical waste, biological waste, construction and demolition debris, hazardous waste, hazardous materials, land-clearing debris, recyclable materials, and recovered materials.

Waste tire means a tire from a motorized vehicle~~, that is~~ no longer suitable for its originally intended purpose because of wear, damage, or defect, or ~~which is~~ no longer intended by the holder thereof for vehicular use.

White goods means inoperative and discarded refrigerators, freezers, ranges, clothes washers and dryers, water heaters, dishwashers, and other similar domestic and commercial large appliances of any color.

Yard waste means grass, leaves, tree limbs, or other organic cuttings related to the maintenance of lawns and gardens. Yard waste is not municipal solid waste.

Sec. 83-3. - Solid waste services established.

The collection and disposal of municipal solid waste and recovered materials, operated and provided by the city, together with all extensions thereof and replacements thereto, are established and declared as general public services for the use and benefit of the city, and to be in the maintenance of public health and general sanitary conditions throughout the city.

Sec. 83-4. - Franchise agents, employees or officials to have same authority as city.

Whenever any act, duty or responsibility is required to be performed under this chapter by any duly authorized agent, employee, or official of the city, or whenever any authority or responsibility is conferred upon or given to any agent, employee, or official of the city, such act, duty or responsibility may be performed or such authority exercised by any agent, servant, employee, or official of any licensed

franchisee or independent contractor with whom a contract for operation ~~with~~ of the sanitary ~~garbage collection and disposal~~municipal solid waste system may be entered into ~~with~~ between such franchisee/contractor and the city. Such act, duty or responsibility may be performed and such authority exercised in the same manner as if performed by any agent, servant, employee, or official of the city; provided, however, that the performance of such act, duty, or responsibility, or the exercise of such authority is granted or authorized, either directly or impliedly, under the term of any franchise agreement or contract between the city and such private franchisee or independent contractor.

Sec. 83-5. - Mandatory service.

~~Every~~ Each use of a single-family dwelling, duplex, multifamily dwelling, residential, and commercial, and industrial ~~user~~ premises within the city must subscribe for solid waste collection and disposal services provided exclusively by the city.

Sec. 83-6. - Authority and duties of city manager.

(a) ~~The~~ Subject to the city's contractual obligations to third-party vendors, city manager shall have the authority to make written regulations concerning the frequency and days of collection, type and location of collection containers, and other such matters pertaining to the storage, collection, conveyance, and disposal as necessary, and to change or modify the same. Such rules and regulations shall be intended to protect the public health, safety, and welfare, and to promote good sanitation and cleanliness, to improve system efficiency, to curb litter, and to protect the environment.

(b) Where prohibited acts or other noncompliance with the provisions of this chapter or written regulations are found, ~~the city code enforcement officer shall issue~~ a notice of code violation shall be issued to the violator by the city manager or city manager's designee.

(c) The city manager shall have the authority to suspend fees for regular residential ~~sanitation~~ service (but not special pickup service)~~fees~~ upon written request of a residential customer who establishes that, for a period of at least one year ~~that~~:

(1) The customer's property will be vacant; and

(2) The property will ~~be generating~~ generate no solid waste or yard waste.

(d) It shall be the duty of the ~~customer services department manager~~ city manager

or city manager's designee to keep an accurate record of all parties using the city's solid waste services and to make charges in conformance with the rates established under this chapter by resolution of the city council.

Sec. 83-7. - Authority to deny service.

The city manager is authorized to deny service to any person not complying with the provisions of this chapter or with the regulations adopted and promulgated by the city ~~manager pursuant to the authority contained in this chapter~~. In the event service is denied, no credit shall be given and billing shall continue.

Sec. 83-8. - Prohibited and unlawful acts.

(a) ~~It~~ Except as otherwise set forth in this chapter, it shall be prohibited and unlawful for any person to:

(1) Place hazardous waste~~s~~, ~~infectious~~ biohazardous waste~~s~~, ~~septic tank wastes~~sludge, or dead animals placed in any manner for collection by the city.

(2) ~~Allow~~ Subject to the following exceptions, allow accumulation of garbage or trash on any premises within the city for a period more than seven days. Failure to remove any such existing accumulation of garbage or trash within 48 hours after due notice thereof from the city shall be deemed a violation of this chapter. Exceptions are:

a. Where severe weather or "acts of God" make it impossible for the municipal solid waste collector normally providing collection services at the premises to perform collection services using normal collection equipment.

b. Official holidays interrupt the normal seven-day collection cycle, in which case collections may be postponed to the next working day of the municipal solid waste collector.

(3) Place municipal solid waste for pick up in plastic garbage bags only without depositing such bags in a residential municipal solid waste container, refuse cart, compactor, or commercial municipal solid waste container.

(4) Cause uncontainerized municipal solid waste to be placed on streets, alleyways, sidewalks, or storm drains.

(5) Cause uncontainerized ~~grass, leaves, or other organic cuttings related to the maintenance of lawns or gardens~~yard waste to be placed out for collection.

~~(6) Produce or accumulate any construction and demolition debris, tree branches or similar debris while acting in the capacity of a contractor (such as a tree surgeon, lawn maintenance crew, landscaper or building contractor) without removal of the same to a designated disposal area~~.

(~~7~~6) Commingle with yard waste any municipal solid waste or non-biodegradable material ~~with yard waste~~.

(~~8~~7) Cause garbage, trash, recyclable materials, and/or ~~horticulture waste~~horticultural waste to be stored in any public place at any time.

(~~9~~8) Cause garbage, trash, recyclable materials, or ~~horticulture waste~~horticultural waste to be stored upon any private property other than that owned or occupied by the individual, except with the written consent of the owner or occupant.

(~~10~~9) Place garbage, trash, recyclable materials, or ~~horticulture waste~~horticultural waste out for collection by any street, alley, service drive, easement, or right-of-way not serviced by city authorized collection trucks.

(~~11~~10) Place garbage, trash, recyclable materials, or ~~horticulture waste~~horticultural waste in a residential municipal solid waste container, refuse cart, compactor, or commercial municipal solid waste container belonging to another without proper authority.

(~~12~~11) Bury refuse, waste matter, rubbish or garbage, including but not limited to, old buildings and structures, whether or not such materials are biodegradable, on any parcel of private property within the city unless properly permitted by required agencies and the city.

(~~13~~12) Burn or cause to be burned any refuse or waste anywhere within the city limits, except as otherwise provided by law.

(~~14~~13) Overload a commercial municipal solid waste container or refuse cart so that it cannot be safely handled by automated or semi-automated equipment.

(~~15~~14) Place bulky waste out for collection within five feet of utility poles, mailboxes, or other permanent vertical structures, on top of surface level utility meters, or directly under overhead obstructions less than 20 feet in height.

(~~16~~15) Block or prevent access to a commercial municipal solid waste container or refuse cart such that it cannot be collected by automated equipment at any time during normal collection hours.

(~~17~~16) Fail to obtain the city's permission to place a municipal solid waste container in the city.

(~~18~~17) Operate any vehicle in the city used in connection with tree trimming, landscaping, lot clearing or lawn maintenance without prominently displaying the business name, occupational license number and business telephone number on the vehicle.

(~~19~~18) Fail to collect donated or discarded materials from a nonpermanent donation center such that donated or discarded materials are on the ground around the donation center for a period exceeding 24 hours.

(~~20~~19) Commit any act prohibited or to fail to do any act required by this chapter or the solid waste regulations.

(~~21~~20) Open, remove, untie, or to interfere with the orderly and legitimate collection of any refuse container, or to collect, disturb, or scatter refuse stored in containers placed for collection and disposal, unless authorized to do so by the city.

(~~22~~21) Remove any material placed in either a city-owned commercial or residential municipal solid waste container, unless such person:

a. ~~Had u~~Unintentionally placed such materials in the dumpster;

b. Is a duly authorized sanitary municipal solid waste system collector engaged in the performance of duties related thereto;

c. Is a law enforcement officer removing the material in the performance of duties; or

d. Is otherwise authorized by law to do so.

(b) Unlawful placement of third-party or contractor-generated waste.

(1) It shall be unlawful for any third-party or person, which third-party or person is acting in the capacity of a contractor (such as a tree surgeon, lawn maintenance crew, landscaper, horticultural nursery, or building contractor), to produce, accumulate, create, or leave storm debris and/or contractor-generated waste, including, but not limited to, construction and demolition debris, horticultural waste, yard waste, tree branches, other solid waste generated by performance of any work by on private property, or debris/waste similar to the foregoing without removal of the same to a designated disposal area by the property owner, the property occupant, or such third-party or person acting in the capacity of a contractor. Proper disposal of such materials

shall be the responsibility of the property owner, the property occupant, or the person acting in the capacity of a contractor. No waste from such operations shall be placed in any residential or commercial container, or set out curbside for collection by the city without prior authorization by the city.

(2) In every contract or agreement to which a debris contractor is a party where such debris contractor is obligated to provide services resulting in the production, accumulation, creation, or placement of storm debris and/or contractor-generated waste, including, but not limited to, construction and demolition debris, horticultural waste, yard waste, tree branches, other solid waste generated by performance of any work by on private property, or debris/waste similar to the foregoing, such contract or agreement shall be in writing, be signed by such debris contractor and the person to whom the contractor is providing services, and include as a material term of such contract or agreement an obligation on the part of such debris contractor to transport storm debris and/or contractor-generated waste to a permitted dumping site as part of the scope of work of such contract or agreement.

(c) *Penalties.* A violation of this section shall be ~~punishable by a fine of $100.00~~subject to penalties pursuant to Section 22-4(b)(13) of this code of ordinances.

Sec. 83-9. - Residential solid waste service standards.

(a) Each residential dwelling shall receive a city-authorized ~~garbage container~~refuse cart. Each container shall bear a serial number, which has been assigned to a street address, and the container shall remain at the assigned property regardless of whether the resident sells or moves. Utility customers terminating or transferring the utility account and not leaving the assigned residential refuse ~~container~~ cart shall be charged a fee for ~~the container~~such refuse cart as determined by the city. Householders may request an additional residential ~~container~~ cart for a fee ~~as determined~~established by the city council.

(b) Residential garbage will be collected no less than one time per week on regular schedules. Pickups shall be not be reduced by holidays, but pickups normally scheduled to be made on a holiday may be rescheduled by the city or its designated representative.

(c) On the day of scheduled service, each ~~container~~ refuse cart shall be placed within three feet of the curb or edge of roadway, except not on a sidewalk. The container may be placed for service on the night prior to collection but no later than

6:00 a.m. on the scheduled service day. All ~~containers~~ refuse carts must be removed from the street by darkness on service day and stored at the residence in a discernable manner. If a ~~container~~ refuse cart remains at the street on a recurring basis, a penalty fee ~~as determined~~established by the city council will be charged. Any such penalty will be assessed with the monthly utility bill for the residential customer.

(d) Residential customers who cannot transport the garbage container because of health reasons or physical limitations may provide a written statement from a physician to qualify and receive "disability" service. This service is available only to disabled customers at the recorded address and when there is no one living at that address who is physically able to roll the cart to the street. A fee ~~as determined~~established by ~~resolution of~~ the city council will be charged for disability services. Disability service accounts shall be renewed annually.

(e) Municipal solid waste, as defined herein, shall not be deposited directly into the carts. To be in compliance with this chapter, all municipal solid waste generated at residential ~~units~~dwellings, other than bulky waste and white goods, must be placed into a plastic garbage bag which is then tied and then disposed of in the appropriate container for the applicable collection method. Garbage placed in unapproved containers or placed outside of the city-approved issued refuse cart will not be picked up. Cardboard boxes must be broken down and placed directly into the refuse cart~~s~~. Municipal solid waste consisting of *de minimis* quantities of construction and demolition debris resulting from minor home repair from the residential dwelling ~~unit~~ may be placed directly into the cart.

(f) Residential garbage not placed within the approved city containers shall not be picked up by the city. Exceptions to this standard will be made during the Christmas holiday period.

(g) Residential ~~horticulture waste~~horticultural waste will be collected as a “regular service” no less than one time per week on regular schedules. Pickups shall be not be reduced by holidays, but pickups normally scheduled to be made on a holiday may be rescheduled by the city or its designated representative.

(1) Regular horticulture service is for one pile of ~~horticulture waste~~horticultural waste, including limbs, trimmings, and cuttings, not to exceed the volume dimensions which measure four feet high by four feet wide by eight feet long. Limbs shall not exceed six feet in length and six inches in diameter. Bushy limbs shall be cut apart and trimmed to lay flat. No one item, including containerized debris, can weigh more than 40 pounds. Persons

placing wastes for collection which exceed these standards shall coordinate with the customer services department for proper removal as a special pickup service at a fee ~~determined~~ established by the city council or designated ~~carrier~~collector.

(2) Grass clipping, leaves, or other organic cuttings related to the maintenance of lawns or gardens must be bagged in a plastic garbage bag, and/or containerized for curbside collection. Loose leaves and grass clippings placed for pickup will be only be removed by "special pickup" service.

(h) ~~Horticulture waste~~Horticultural waste shall be placed for collection immediately adjacent to the premises producing such wastes, but not upon the paved street, sidewalk or storm gutter. The city will not be responsible for damage to sprinkler systems, sprinkler heads, water meters and other objects, including fences, gates and hedges, other plants and trees damaged due to ~~horticulture waste~~horticultural waste being placed over or piled on or against such items as a result of being placed there for collection by the ~~occupants and/or owner of the property~~customer.

(i) No ~~horticulture waste~~horticultural waste shall be placed for collection against or within ten feet of any wall, fence, vehicle, electric pole, down guys, utility lines, traffic control device, telephone interface junction panel, water valve box, manhole, tree, or any other obstruction so as to impede collection.

(j) No ~~garbage or other solid waste materials~~contaminated waste shall be placed for collection ~~commingled with horticulture waste~~horticultural waste. ~~Commingled~~ Contaminated waste ~~of this nature shall constitute a contaminated waste pile and~~ will only be removed by ~~"~~special pickup~~"~~ service.

(k) Accumulations of residential yard waste, trash or other refuse cleared from vacant property, or of construction and demolition debris, or other such rubble or refuse deposited on either vacant or occupied property, will not be picked up by as part of regularly scheduled weekly collection of solid waste, whether or not such refuse accumulations are the result of fire, windstorm, or other forces of nature, or of actions of an owner, tenant, or contractor. If an owner or tenant requests the city to remove and dispose of such refuse accumulation, and the city agrees, such owner or tenant shall pay to the city a ~~"~~special pickup service~~"~~ fee based upon the total cost of labor, materials, equipment and disposal expense incurred or used therefor.

(l) Waste placed for collection in violation of any section of this chapter shall be tagged with written notice stating that the occupant of the premises must remove

same within 48 hours. If the occupant fails to remove the waste, the city will pick up this accumulation and the occupant will be charged for a ~~"~~special pickup~~"~~ service. The special pickup service fee will be charged with the occupant's monthly utility bill.

(m) Bulky wastes and white goods.

(1) ~~Residential solid waste consisting of discarded furniture and bedding items~~ Residential junk shall be collected on a weekly basis as a regular service by the city. The volume of such ~~waste~~ matter shall not exceed dimensions which measure four feet by four feet by eight feet.

(2) White goods shall be collected as only as a ~~"~~special pickup~~"~~ service. All airtight units shall have the doors removed before being placed for collection separately at a curbside location within three feet from the traveled portion of the public street adjacent to such premises in such a manner as to not interfere with or endanger the movement of vehicles or pedestrians. All stand-up items shall be laid flat. Scrap metal such as poles, pipes and antennas shall be cut or bent into pieces not longer than six feet. Refrigerators, freezers, air conditioners or any other appliance or white good containing refrigerants must be handled as ~~special~~ hazardous waste.

(n) *Hazardous waste.* A person generating or otherwise responsible for disposing of hazardous waste shall arrange with the city's customer service department for special pickup service, or otherwise directly contract with a collector for removal and disposal of such hazardous waste.

Sec. 83-10. - Solid waste service standards—In general.

(a) *Exclusive service.* ~~Nonresidential s~~Solid waste service users which are not residential customers within the city shall subscribe for solid waste collection and disposal services provided exclusively by the city or any licensed franchise agent or independent contractor with whom a contract for operation with the sanitary ~~garbage collection and disposal~~municipal solid waste system may be entered into with the city.

(b) *Collection containers.* Nonresidential solid waste containers shall be of adequate size and shall be serviced with appropriate frequency as determined by the city or designated franchise agent to prevent unsightly, unhealthy or objectionable accumulations. It shall be unlawful to place a container at a location which is not approved by the city, and it shall be unlawful for any person or owner

to remove, or permit to be removed, a city-permitted container from such approved designated location without the consent of the city.

(c) *Waste collection on private property.* Where it is necessary for the sanitation carrier to drive on private roads or driveways to reach designated points of collection on private property, it shall be the duty of any person, developer, architect, or agent in charge of the construction or maintenance of said private roads which are new or existing that are dead-end, continuous, or driveways to ensure that the same are constructed and maintained so as to accommodate fully loaded waste collection vehicles.

(d) *Missed collection service.* Missed service must be reported on the same day the service was scheduled to be performed. If it is verified by the city that the service route was performed and that the container was not placed at curbside or was uncollectable due to obstruction or overloading and the customer requests collection service to empty the container before the next scheduled collection day, the customer shall be charged a rerouting or extra dumping fee.

(e) *Special pickup service.* Collection service for pickup of items not authorized on a regular collection schedule include, but are not limited to the following: All bulky wastes exceeding size thresholds, white goods, contaminated ~~horticulture waste~~horticultural waste piles, loose leaves and grass clippings, and any other unaccepted residential waste as determined by the city. Special pickups will be coordinated by the resident with the city customer service department as to time, place, date and items to be picked up. The special pickup fee shall be charged with the customer's next regular utility bill.

(f) *Removal of objects fallen off vehicles.* Any owner, lessee, or driver of any motor vehicle or boat from which any materials or objects have fallen, blown, leaked, sifted or otherwise escaped shall immediately cause the materials or objects to be cleaned up and shall pay any costs thereof.

(g) *Multifamily dwellings.* In lieu of the requirement of residential ~~garbage~~ refuse carts, multiple or multifamily dwellings or group of such dwellings may be required dumpster services as determined by the city.

(h) *State of emergency.* If a state of emergency has been declared by the city council residential garbage and trash collection shall be made in accordance with the emergency plans of the city as authorized by the city manager or designee.

Sec. 83-11. - Use of containers; preparation of nonresidential waste for collection.

(a) At multifamily residence and places of business where dumpsters or recycling containers are provided by the city, no municipal solid waste or recyclable commodities shall be placed in or collected from any location or container other than the dumpster or recycling container placed by the city. Cardboard boxes, wooden boxes, crates and other bulky objects shall be broken down before being placed in a dumpster.

(b) It shall be unlawful to dump or place, or cause to be dumped or placed, any municipal solid waste or litter of any kind in any dumpster owned by the city or placed for service by authority of the city, by anyone other than the individual renting the dumpster or authorized to use the dumpster by the renter.

(c) In business districts, only municipal solid waste shall be deposited in dumpster or approved solid waste container provided by the city. All municipal solid waste (excluding hazardous waste) such as wet garbage or food waste shall be drained and placed in a removable plastic garbage bag not less than 1½ mil thick and securely closed before being placed in the solid waste container. Solid waste containers shall be kept tightly covered at all times except when it is necessary to lift the cover to deposit municipal solid waste in the container.

Sec. 83-12. - Authority to inspect premises.

The fact that any residence or any place of business has water service and a certificate of occupancy shall be prima facie evidence that municipal solid waste is being generated and accumulated on such premises and the city may inspect and supervise such premises and remove or cause the removal therefrom of all municipal solid waste found thereon, or notify the proper persons if such removal is not the responsibility of the city. If the city must remove the waste to protect public health and safety or maintain cleanliness, the amount of solid waste removed and the amount of labor needed to collect such waste shall be quantified and the appropriate special service fee shall be applied to the property owner's next monthly utility bill.

Sec. 83-13. - Standards for private collectors and outside collectors.

(a) *Requirements during construction.* Prior to the issuance of a building permit by the city building official for the construction of a new structure or the extensive renovation or modification of an existing structure, provisions must be made for the on-site storage and handling of refuse.

(b) *Procedures for removal of construction wastes.* Builders, building contractors

and construction tradesman shall use city-designated services for removing from the site all construction and demolition wastes (excepting earth) emanating from their work. ~~P~~A private~~ly operated or company-owned waste disposal services~~ collector may be used when approved by the city manager or designee. Builders shall be responsible for removal and lawful disposal of excavated earth materials within 30 days of accumulation.

(c) *Responsibility for removal of waste by producer.* It shall be unlawful for any person upon vacating or moving from any dwelling, storeroom or any other building situated within the corporate limits to fail to remove all garbage, rubbish and debris from such building and premises and grounds appurtenant thereto, or to fail to place said waste in an approved sanitary container for disposal in accordance herewith. Failure of a renter; lessee, and/or tenant to comply with this requirement shall obligate the property owner of record to fulfill the responsibility of compliance with this chapter.

(d) *Transportation over city streets.* Collectors of commercial refuse and collectors of refuse collected from outside the city desiring to haul over the streets of the city may do so provided they use vehicles designed or outfitted so as to prevent the refuse carried therein from being blown, dropped or spilled from said vehicle.

Sec. 83-14. - Waste collection fees set by city council.

City shall be responsible for monthly billings to and collecting from all residential customers receiving basic residential services and additional services from the collector. The collector shall be responsible for monthly billing to and collecting from all commercial customers receiving refuse collection and disposal services from the collector. This service shall include trash and garbage removal and shall be charged to the consumer at a rate prescribed by the city council. If the utilities customer is a lessee of the premises serviced, or one other than the record owner thereof, the property owner of record shall be jointly responsible for the payment of the utilities that will include the fees for waste removal.

Secs. 83-15. - Waste disposal in states of emergency.

During any period of a declared state of emergency in the city:

(a) A debris contractor shall comply with the provisions of Paragraphs (b) and (c) of Section 83-8.

(b) Before providing debris management or removal services to a person in the

city, a debris contractor shall first register with the city department designated by the city manager. As a condition of being issued a registration number by the city, the following information shall be provided by a debris contractor to the city department designated by the city manager:

(1) The name of the debris contractor.

(2) The name or names of up to three designated natural persons to serve as primary contacts for the debris contractor, and a copy of the driver license of such designated natural person or persons.

(3) The mobile telephone number for the natural person or persons designated in Paragraph (b)(2) of this Section 83-15 where such telephone number shall be associated with a telephonic device capable of sending and receiving telephone calls and SMS/text messages.

(4) An email address for each natural person designated by a debris contractor as contact person pursuant to Paragraph (b)(2) of this Section 83-15.

(5) Name, primary business physical address, and primary mailing address for such debris contractor's designated agent for service of documents, citations, and complaints.

(6) Certification from a natural person designated pursuant to Paragraph (b)(2) of this Section 83-15 that the debris contractor has not been previously suspended or denied registration by the city or Columbia County at any time prior to the date of the certification.

(c) All information obtained pursuant to Paragraph (b) of this Section 83-15 shall be subject to administrative verification by the city manager or city manager's designee. Upon verification of the information obtained pursuant to Paragraph (b)(2) of this Section 83-15, the debris contractor shall be issued a registration number.

(d) The city manager or the city manager's designee shall deny issuance of a registration number to a debris contractor if any information supplied pursuant to Paragraph (b)(2) of this Section 83-15 cannot be verified, shall provide notice to the subject debris contractor of such denial, and shall, within three working days following such notice to the subject debris contractor, allow the subject debris contractor the opportunity to cure any deficiencies in the information provided to the city manager or city manager's designee by such debris contractor.

(e) The city manager or city manager's designee shall revoke a debris contractor's

registration issued pursuant to this Section upon the violation of this Chapter 83, or upon the violation of any other provision of local, state, or federal law. The subject debris contractor shall immediately suspend all work in the city, including, but not limited to providing storm debris management and removal services following such revocation of registration.

(f) The natural person designated by a debris contractor pursuant to Paragraph (b)(2) of this Section 83-15 shall be located and situate within the boundaries of Columbia County, Florida at all times during which such debris contractor is providing storm debris management and removal services in the city.

(g) At least once each calendar day for each calendar day during which such debris contractor provides storm debris management and removal services in the city, a debris contractor shall access for the purpose of reading any email communications from the city, the email address or addresses provided pursuant to Paragraph (b)(4) of this Section 83-15.

(h) A debris contractor shall prominently display on the interior dash, and on the right and left side of the exterior of any motor vehicles used in the delivery of storm debris management and removal services in characters printed in black on a white background, which characters are no less than four inches in height, and otherwise clearly legible, the registration number provided to such debris contractor pursuant to Paragraph (c) of this Section 83-15.

(i) A debris contractor shall include in each and any contract or agreement between such debris contractor and an owner to provide storm debris management and removal services in the city a provision in substantially the following form:

The owner shall initial beside one of the following provisions:

(_____):This is a contract to provide storm debris management
Initials and removal services. Pursuant to Chapter 83 of the City of Lake City Code of Ordinances, the debris contractor providing such services as set forth in this contract shall transport storm debris and/or contractor-generated waste* to a permitted dumping site as part of the scope of work of this contract or agreement. The transportation of and any fees associated with discharge of such storm debris and/or contractor-generated waste* is included in the storm debris management and removal services* to be provided to the owner by the debris contractor* being a party to this agreement.*

(_____):This is a contract to provide storm debris management

Initials *and removal services*. Owner* shall transport storm debris and/or contractor-generated waste* to a permitted dumping site as part of the scope of work of this contract or agreement and shall hold harmless the contractor for same. Chapter 83 of the City of Lake City Code of Ordinances prohibits the curbside* placement of such storm debris* and/or contractor-generated waste* for disposal by the city or by a collector* employed by or otherwise performing services pursuant to a contract with the city. Pursuant to Chapter 83 of the City of Lake City Code of Ordinances, owner shall be subject to fines for curbside* placement of such storm debris* and/or contractor-generated waste* resulting from the services hereby provided by contractor; and/or for failure to transport to a permitted dumping site, storm debris and/or contractor-generated waste resulting from the services hereby provided by contractor.*

* *As defined in Chapter 83 of the City of Lake City Code of Ordinances.*

(j) A debris contractor shall be prohibited from contracting with a third-party (other than an owner) to provide storm debris removal or transport services to remove or transport storm debris from a property where the owner of such property contracted with such debris contractor to provide storm debris management services.

(k) A debris contractor shall, before the end of each calendar day during which calendar day such debris contractor provided storm debris management and removal services in the city, and from an email address supplied pursuant to Paragraph (b)(4) of this Section 83-15, send an email to an email address provided to such debris contractor by the city manager or the city manager's designee, containing the following information:

(1) The name of the debris contractor.

(2) The physical address of each property to which the debris contractor has provided storm debris management and removal services in the city for such calendar day, or on any prior calendar day where such services have not previously been reported, accompanied by the name and mobile telephone number of an owner of such property which owner authorized the debris contractor to perform such services on such property.

(l) A debris contractor shall, at the request of the city manager or the city manager's designee, provide to same within three calendar days following such

request, a copy of any contract, agreement, work order, purchase order, or other document between such debris contractor and an owner of property to provide to such owner storm debris management and removal services where such property is located in the city.

(m) The city manager or the city manager's designee shall cause to be liberally posted signage throughout and at the borders of the city providing notice of the requirements of this Section 83-15 to persons being in and entering into the city.

(n) A registration obtained by a debris contractor pursuant to this Section 83-15 shall expire at the end of the last calendar day of the calendar year in which such registration was obtained.

Secs. 83-16—83-30. - Reserved.

SECTION 2. SEVERABILITY.

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 3. CODIFICATION AND SCRIVENOR'S ERRORS.

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances and resolutions, or parts of ordinances and resolutions in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 5. EFFECTIVE DATE

This ordinance shall be effective as of the date of its adoption.

PASSED upon first reading this _____ day of _____, 2025.

NOTICE PUBLISHED on the ____ day of _____, 2025.

PASSED AND ADOPTED on the second and final reading this _____ day of _____, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

11. City Council Ordinance No. 2025-2341 (first reading) - An ordinance of the City of Lake City, Florida, relating to the use of a Speed Detection System in school zones in the City of Lake City, Florida; creating Chapter 98, Article V, Section 98-85 of the City of Lake City Code of Ordinances entitled "School Speed Zone Infractions" which authorizes a school speed zone speed enforcement program and use of Speed Detection Systems; providing program implementation requirements; designating school zones and enforcement; providing legislative findings; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

CM/rrp
10/28/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2341

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE USE OF A SPEED DETECTION SYSTEM IN SCHOOL ZONES IN THE CITY OF LAKE CITY, FLORIDA; CREATING CHAPTER 98, ARTICLE V, SECTION 98-85 OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SCHOOL SPEED ZONE INFRACTIONS" WHICH AUTHORIZES A SCHOOL SPEED ZONE SPEED ENFORCEMENT PROGRAM AND USE OF SPEED DETECTION SYSTEMS; PROVIDING PROGRAM IMPLEMENTATION REQUIREMENTS; DESIGNATING SCHOOL ZONES AND ENFORCEMENT; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida ("City") possesses broad home rule powers granted under the State of Florida Constitution, and pursuant to the grant of power set forth in § 2(b), Article VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the Florida Legislature may act, unless otherwise prohibited or preempted; and

WHEREAS, on July 1, 2023 Chapter 2023-174, Laws of Florida ("Chapter 2023-174") became effective, allowing Speed Detection Systems, as defined therein, in school zones; and

WHEREAS, Chapter 2023-174 provides a municipality may issue Notices of Violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of Section 316.1895 and Section 316.183, Florida Statutes, which violations are captured by speed detection systems during specified time periods; and

WHEREAS, Chapter 2023-174 further provides for notice to the registered owner of the subject vehicle, a hearing procedure, appellate remedies, and the assessment and remittance of civil penalties and costs; and

WHEREAS, Chapter 2023-174 requires municipalities electing to operate a school speed zone detection program to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicle; and

WHEREAS, Chapter 2023-174 restricts the location and use of speed detection systems to school zones the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the City must determine the appropriate speed detection system vendor and procure such a vendor to assist with the City's school zone speed enforcement program in cooperation with the relevant City staff, and in conformance with all requirements set forth in Chapter 2023-174; and

WHEREAS, the Columbia County School District has hundreds of students across multiple school sites and serves as the school district for the City; and

WHEREAS, the School Speed Zone Speed Study dated February 20, 2024, ("Study") in the form of the exhibit attached hereto provides data and evaluation criteria to support a finding that certain schools, and associated school zones, have a heightened safety risk; and

WHEREAS, the Study determined during the time periods when certain of the school zones for the following schools are active, fifty (50) or more drivers exceeded the school speed zone speed limit during the combined arrival and dismissal periods for said schools:

1) Minnie J. Niblack Elementary School, 860 NW Center St, Lake City, Florida.
2) Lake City Middle School, 843 SW Arlington Blvd, Lake City, Florida.
3) Summers Elementary School, 1388 SW McFarlane Avenue, Lake City, Florida.
4) Richardson Sixth Grade Academy, 646 SE Pennsylvania Street, Lake City, Florida (sharing school zone data with Melrose Park Elementary School located at 820 SE Putnam Street, Lake City, Florida); and

WHEREAS, the City Council finds that signalized school zones having fifty (50) or more drivers exceeding the school zone speed limit during the combined arrival and dismissal periods when the school zone is active constitutes a heightened safety risk warranting additional enforcement measures, including, but not limited to, Speed Detection Systems; and

WHEREAS, based on the traffic data and other evidence presented in the Study, the City determined that certain schools set forth in this Ordinance have a heightened safety risk which supports the installation of school speed zone safety cameras; and

WHEREAS, the Study is incorporated by reference as the "School Zone Speed Study of February 20, 2024", and is submitted to the City Clerk as information supplemental to this Ordinance as part of the record at the time of adoption of this ordinance; and

WHEREAS, as part of the public hearing on this matter, the City Council of the City of Lake City ("City Council") has considered the data and other evidence provided by City staff supporting the installation and operation of speed detection systems on roadways maintained as school zones and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measure on the roadway maintained as a school zone; and

WHEREAS, the City Council finds that motor vehicles speeding on a roadway maintained as a school zone before, during and after school hours is a hazard that threatens the health, safety, and welfare of students and pedestrians in the City, and that enforcement of applicable speed limits in school zones before, during, and after school session through the use of a speed detection system may reduce safety risks in school zones, City Council approves the implementation of a school zone speed detection program pursuant to the rules and regulations of Chapter 2023-174 and other applicable state laws; now, therefore,

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

SECTION 1. CHAPTER 98, ARTICLE V OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SCHOOL SPEED ZONE INFRACTIONS" IS HEREBY CREATED TO READ AS FOLLOWS:

Sec. 98-85. School speed zone enforcement cameras.

a) **Intent.** The intent of this section is to protect the health, safety, and welfare of the citizens of Lake City by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone as authorized under Section 316.008, pursuant to Section 316.1895, within the jurisdiction of the City, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This section provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

b) **Definitions.** For the purposes of this section, the following terms shall have the meanings given below:

Hearing procedures means the procedures set forth under Section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a local hearing officer.

Law enforcement officer means, as defined by Section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer means the City Code Enforcement Board and/or a Code Enforcement Hearing Officer/Special Magistrate.

Motor vehicle means, as defined by Section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation means the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a Speed Detection System and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by Section 316.1896, Florida Statutes, as it may be amended.

School Zone means that portion of a street or highway established as a school zone pursuant to Section 316.1895, Florida Statutes, as it may be amended.

School Zone Speed Enforcement Program means the regulations and procedures governing the use of Speed Detection Systems on roadways maintained as a School Zone within the jurisdiction of the City, as provided for by applicable law and established by this section.

School Zone Speed Infraction means a violation of Section 316.183 or Section 316.1895, Florida Statutes, captured by a Speed Detection System on a roadway maintained as a School Zone during the hours provided for by appliable law and set forth in this section.

School Zone Speed Limit means the regularly posted or reduced posted speed limit within a school zone pursuant to Section 316.1895, Florida Statutes.

Speed Detection System means a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in Section 316.003(83), Florida Statutes, as it may be amended.

Traffic infraction Enforcement Officer means a person who meets the qualifications established by Section 316.640, Florida Statutes, as it may be amended.

Uniform Traffic Citation means the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by Section 316.1896 and Section 316.650, Florida Statutes, as amended.

c) **Use of speed detection systems.** Pursuant to Section 316.008(9), Florida Statutes, the City of Lake City elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

d) **Program administration.**

1) The Lake City Police Department in cooperation with any necessary City staff and any approved vendor and its employees and agents, shall be enabled and empowered by this section to assist with the City's school zone speed enforcement program. This section shall further enable the City to enter into agreements with one (1) or more vendors to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state or local legal requirements or this section.

2) The City may utilize a Code Enforcement Hearing Officer/Special Magistrate, and/or its Code Enforcement Board as its local hearing officer, who shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation.

3) The City shall, from time to time, designate a member of its existing staff to serve as clerk for the hearings before a local hearing officer.

e) **Program implementation requirements.**

1) **Vendor contract.** City Council shall approve any contract for placement or installation of a speed detection system in a school zone in accordance with Section 316.0776, Florida Statutes.

2) **Installation and operation of Speed Detection Systems.** Pursuant to Section 316.008 and Section 316.0776, Florida Statutes, Speed Detection

Systems may be installed and operated only in the School Zones designated by this section and/or subsequent amendments thereto.

3) **Signage requirements.** The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any Memorandum of Understanding or other written agreement that may be entered into between Lake City Police Department and/or the City and its vendor(s).

4) **Public awareness.** Pursuant to Section 316.0776, Florida Statutes, before notices of violation for School Zone speed infractions may be issued, a public announcement and thirty-day public awareness campaign of the initial proposed use of Speed Detection Systems must be conducted. During the thirty-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

f) **Designation of School Zones.** Having considered evidence at a public hearing supporting the installation and operation of speed detection systems on certain roadways maintained as school zones within the jurisdiction of the City, the school zones on the roadways serving the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of Speed Detection Systems pursuant to Section 316.008, Florida Statutes. Additional Speed Detection Systems may be approved via amendment to this subsection in accordance with applicable law.

1) Minnie J. Niblack Elementary School located at 860 NW Center St, Lake City, Florida served by the following school zones:

i. School zone located on NE Bascom Norris Drive.

ii. School zone located on NE Center Avenue.

2) Lake City Middle School located at 843 SW Arlington Blvd, Lake City, Florida served by the school zone located on SW Grandview Street.

3) Summers Elementary School located at 1388 SW McFarlane Avenue, Lake City, Florida served by the school zone located on SW McFarlane Avenue.

4) Richardson Sixth Grade Academy located at 646 SE Pennsylvania Street, Lake City, Florida served by the following school zones:

i. School zone located on Baya Drive.

ii. School zone located on E Duval Street.

g) **Enforcement procedures.**

1) **General powers.** The Lake City Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of Section 316.183 and Section 316.1895, Florida Statutes, through the use of a Speed Detection System for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation. The Lake City Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this section.

2) **Review of speed detection system information.** Information captured by a speed detection system shall be reviewed by an authorized employee or agent of the City of Lake City.

3) **School zone speed detection system violations.** The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:

i. For a violation of Section 316.1895, Florida Statutes, in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program.

ii. For a violation of Section 316.1895, Florida Statutes, in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

iii. For a violation of Section 316.183, Florida Statutes, in excess of ten (10) miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

iv. For a violation of Section 316.1895, Florida Statutes, in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.

4) **Notice of violation.** A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under Section 316.1896.

5) **Hearing procedures and appeals.** Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and Section 316.0083(5) and Section 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with Section 316.1896, Florida Statutes.

6) **Defenses, penalties and costs.** The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with Section 316.1896, Florida Statutes. In accordance with Section 316.1896(14)(e), Florida Statutes, the local hearing officer must assess the statutory authorized penalty if the petitioner is found in violation and may also require the petitioner to pay municipal costs not to exceed two hundred fifty dollars ($250.00) per violation. A registered owner who receives a notice of violation may, within thirty (30) days:

i. Pay the fine of one hundred dollars ($100.00), as fixed by Section 318.18(3)(d), Florida Statutes, as it may be amended.

ii. Submit an affidavit establishing an exception to liability pursuant to Section 316.1896(8), Florida Statutes, as it may be amended; or

iii. Request a hearing.

7) **Issuance of a uniform traffic citation.** A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to Section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of Section 316.1895 or Section 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted by the City to the Columbia County Clerk of the Court for disposition by the county court.

h) **Collection of evidence, public records, and retention requirements.** In accordance with Section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to

document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. Any recorded video or photograph obtained via a speed detection system must be destroyed within ninety (90) days after the final disposition of the recorded event, pursuant to Section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year. All public records related to the administration of this section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

i) **Annual reporting requirements.** The City, with the assistance of the Lake City Police Department and/or the vendor, will annually report on the City's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with Section 316.0776 and Section 316.1896, Florida Statutes as they may be amended from time to time. Pursuant to Section 316.0776(3)(c), Florida Statutes, the compliance or sufficiency of compliance with this subsection may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

j) **Remittance of collected fines and costs.** All fines and costs collected pursuant to this section must be remitted in accordance with Section 316.1896 and Section 318.18, Florida Statutes and any other relevant state law.

k) **Resolution of conflict of laws.** In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law, or otherwise, mandates standards or requirements that are stricter than the provisions of this section, or where a matter is addressed by Florida law that is not addressed by this section, then said law shall govern. In situations where this section addresses a matter in a manner that is stricter than that of Florida law, the provisions of this section shall control.

SECTION 2. CODIFICATION.

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk’s designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

SECTION 4. PROVIDING FOR SEVERABILITY

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting on the ____ day of November, 2025.

PUBLICALLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida, on the ___ day of November, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

RedSpeed®

School Zone Speed Study

Conducted by RedSpeed for City of Lake City

February 20th, 2024

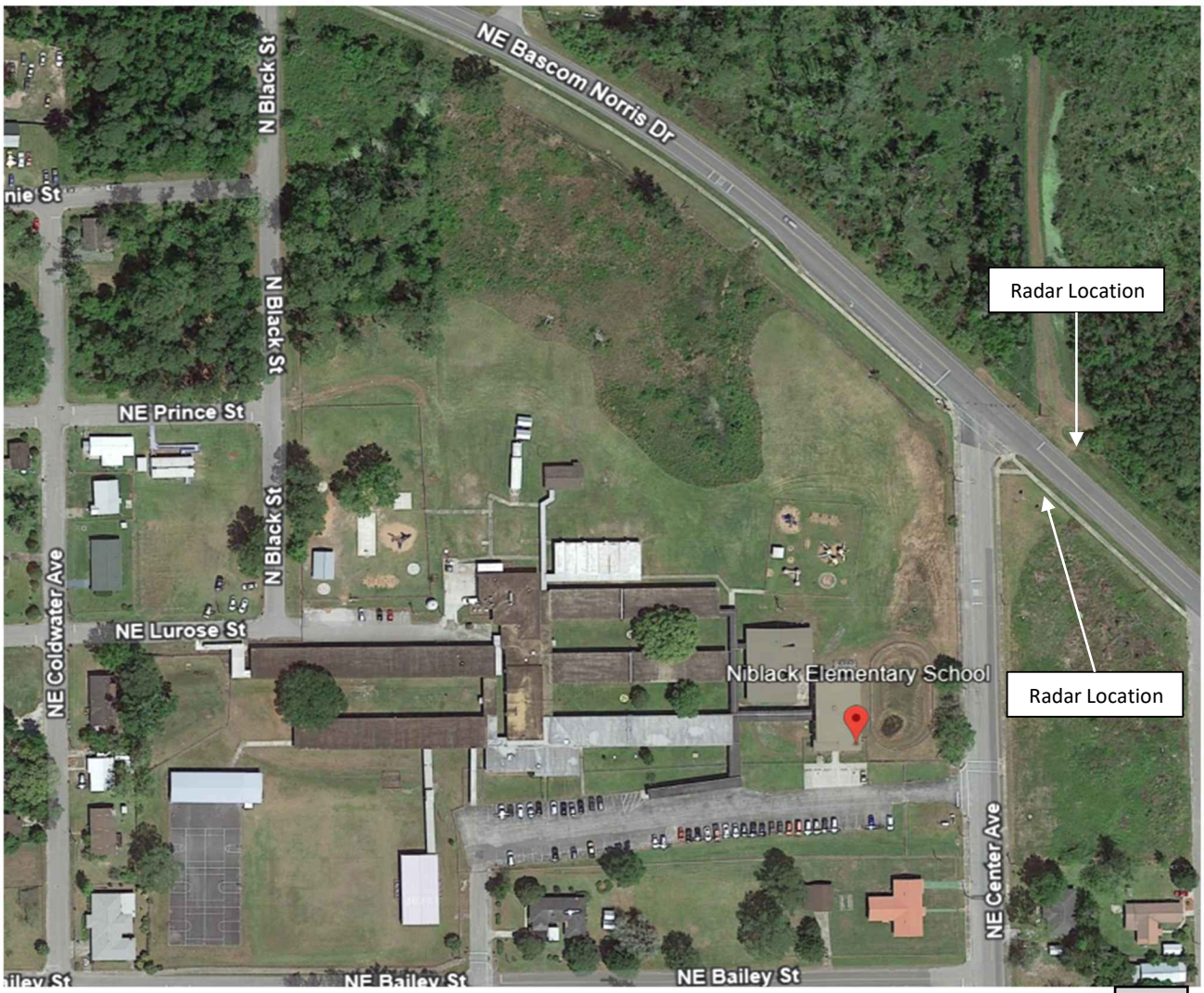
CONTACT Greg Parks, *VP of Sales* | greg.parks@redspeed.com | 913–575-2912

RedSpeed traffic studies demonstrated more than 100 daily drivers exceeding the posted speed by more than 10+ mph at *four (4)* City of Lake City school zones.

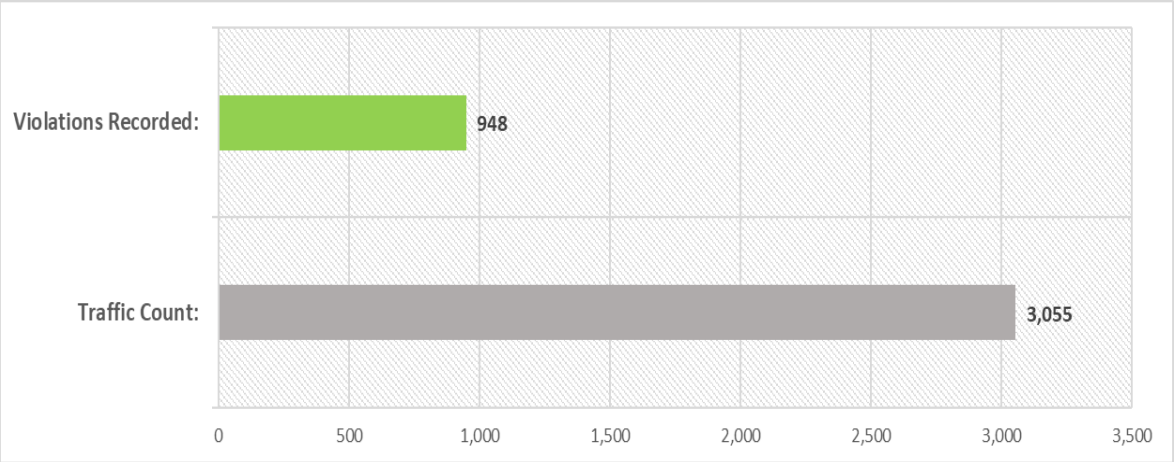
Schools Studied	Street	Violators 10+ over
Niblack Elementary School	NE Bascom Norris Dr.	948
Melrose Park Elementary School	Baya Dr.	665
Melrose Park Elementary School	E. Duval St.	656
Lake City Middle School	SW Grandview St.	347
Niblack Elementary School	NE Center Ave.	91
Summers Elementary School	SW McFarlane Ave.	64
Melrose Park Elementary School	SE Ermine Ave.	44

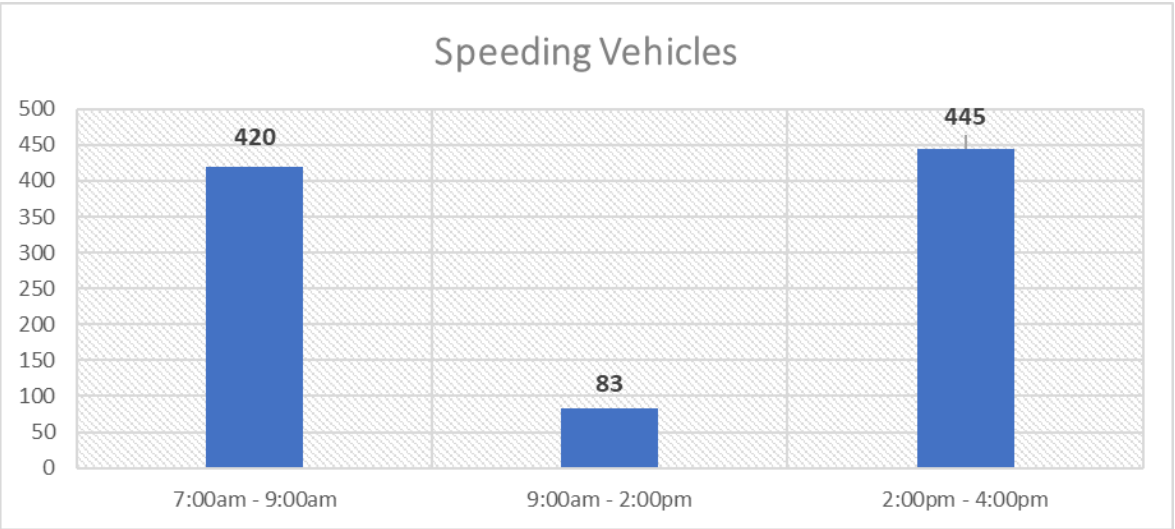
Florida Schools Speed Study
Niblack Elementary School, Lake City

Study Location : NE Bascom Norris Dr. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	45 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 56 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/28/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	3,055
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	948



Niblack Elementary School, Lake City





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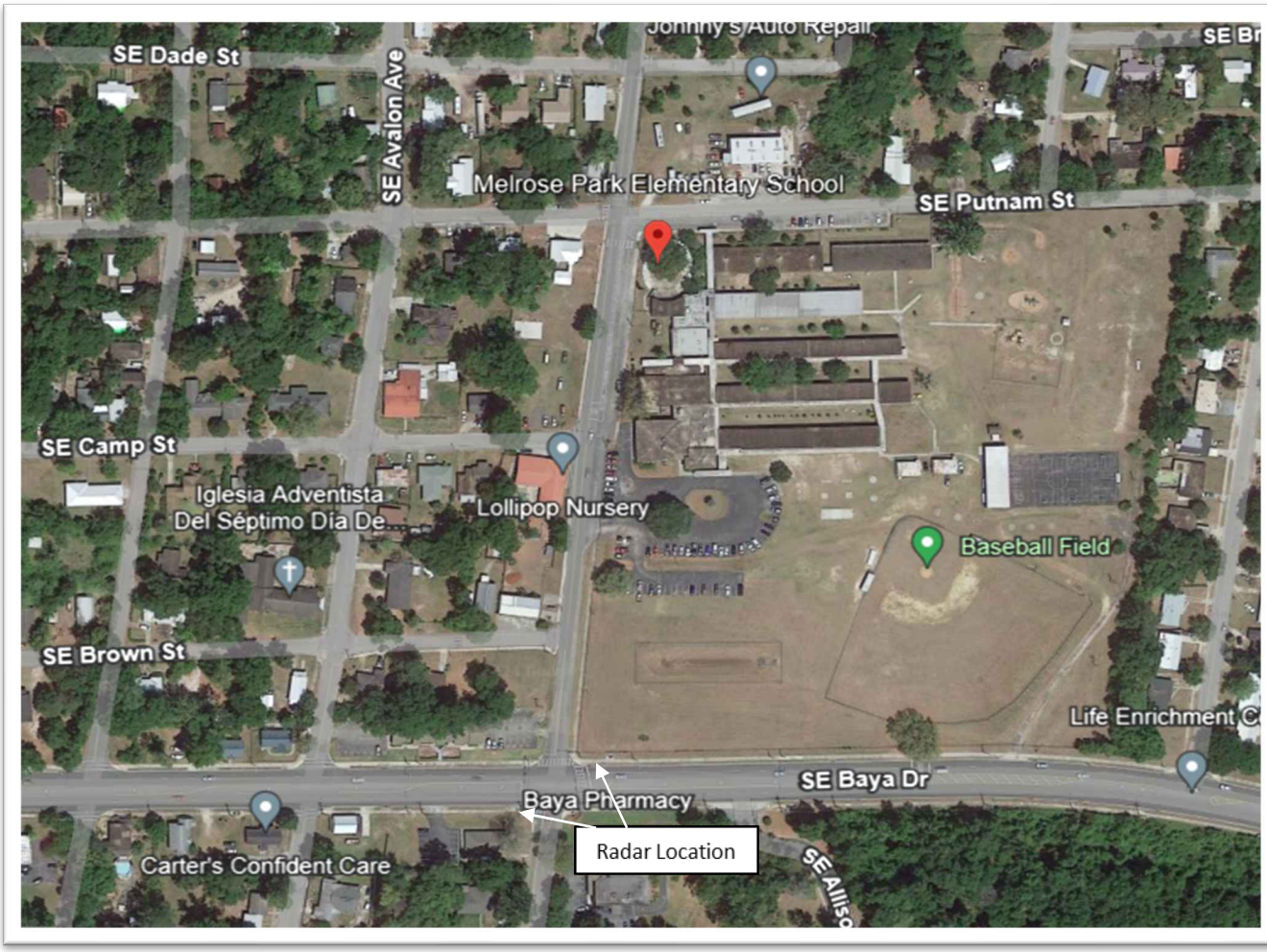
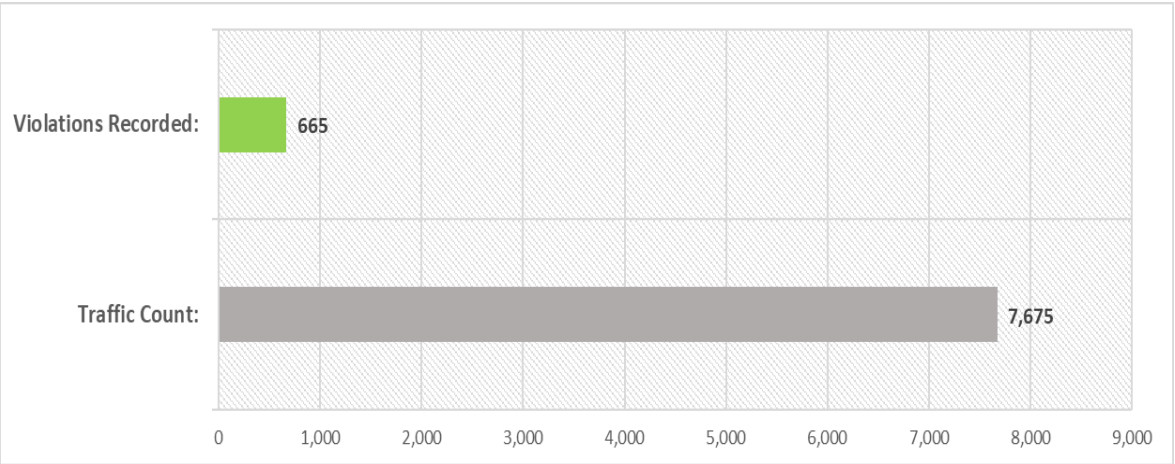
31+ MPH	132	288	0	0	0	0	0	148	297	**865**
56+ MPH	0	0	18	15	13	20	17	0	0	**83**
Total	132	288	18	15	13	20	17	148	297	**948**

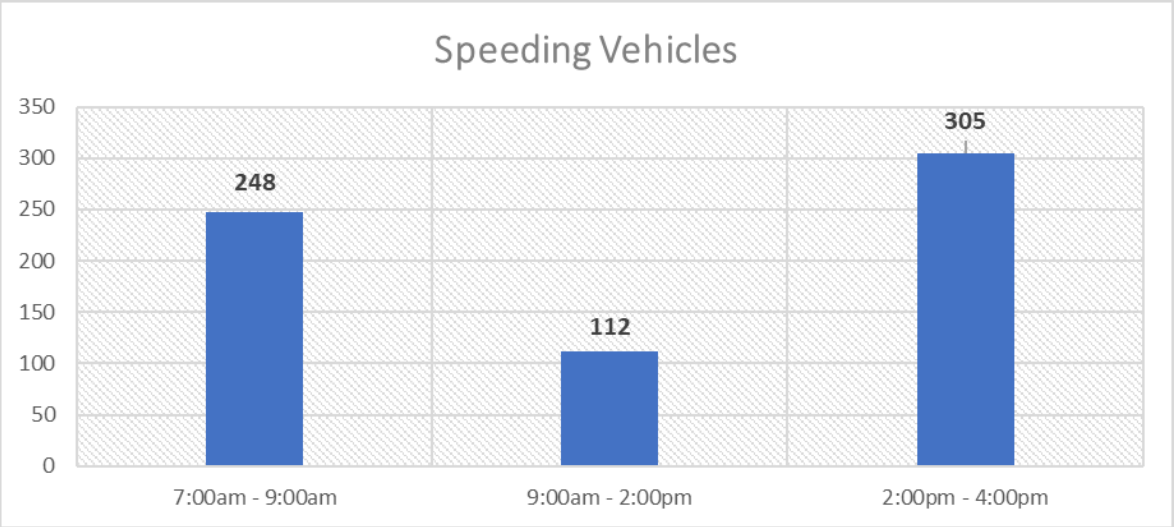
Melrose Park Elementary, Lake City

Study Location : Baya Dr. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	45 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 56 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/20/2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	7,675
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	TWO LANES IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	665



Melrose Park Elementary, Lake City

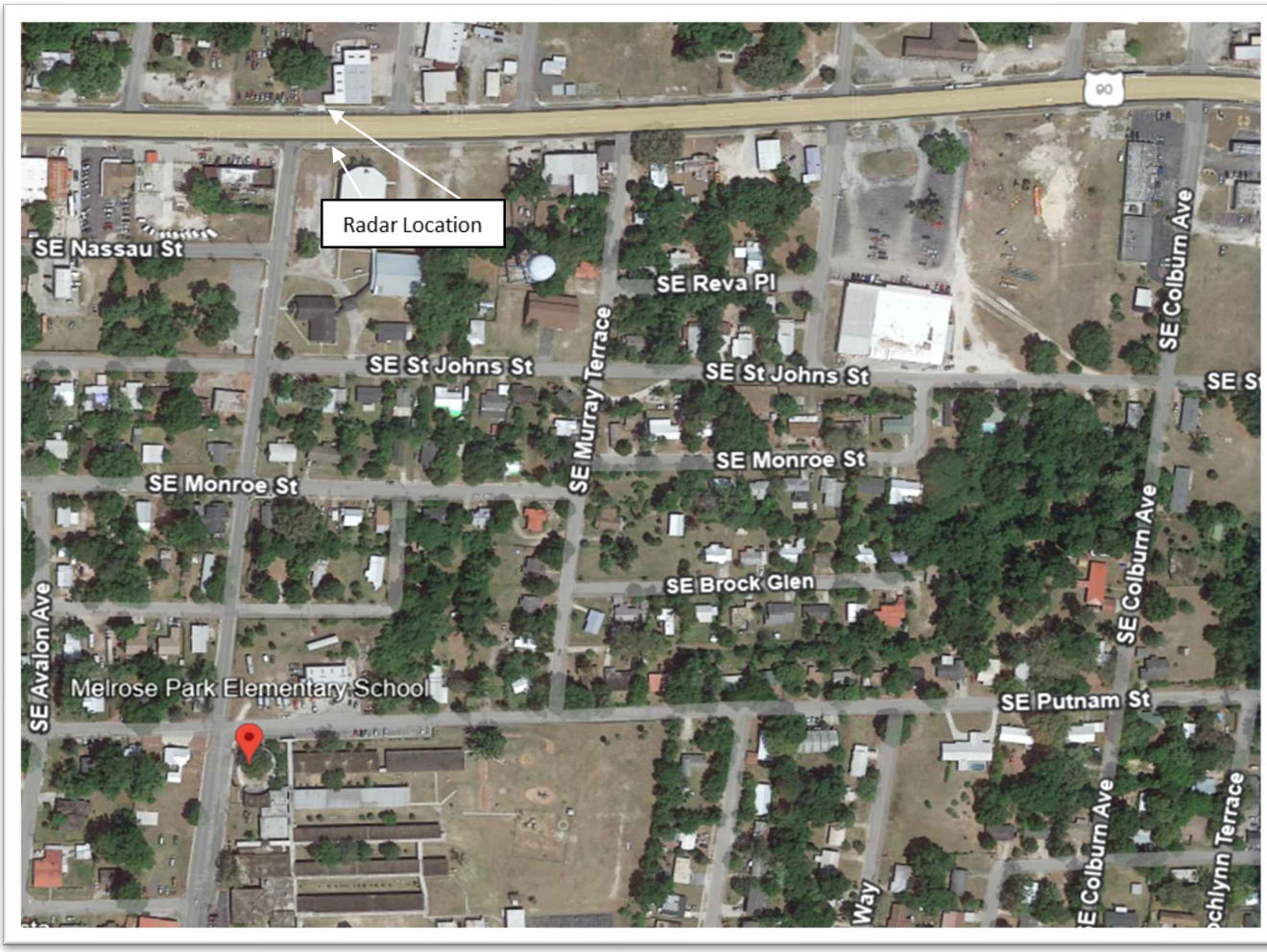




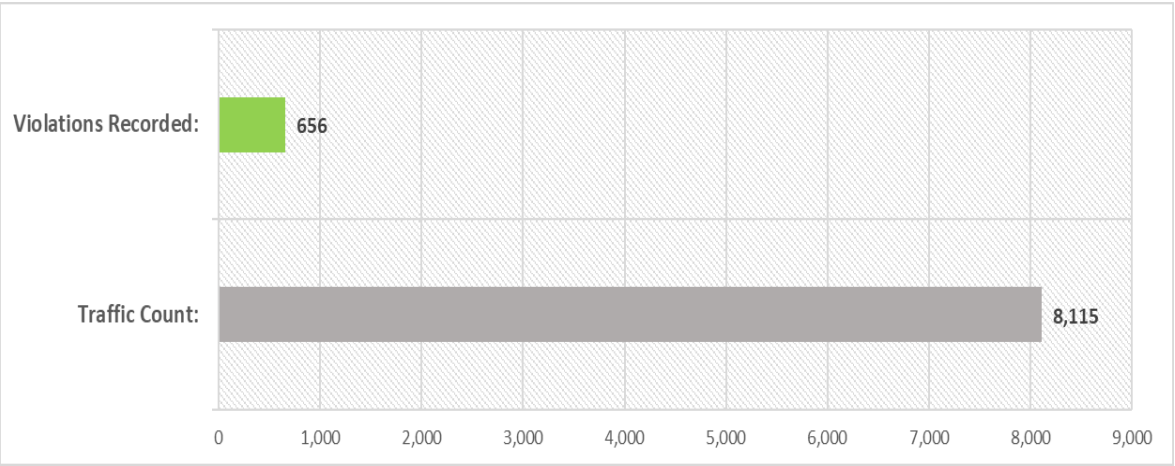
	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
31+ MPH	132	116	0	0	0	0	0	170	135	**553**
56+ MPH	0	0	18	23	28	25	18	0	0	**112**
Total	132	116	18	23	28	25	18	170	135	**665**

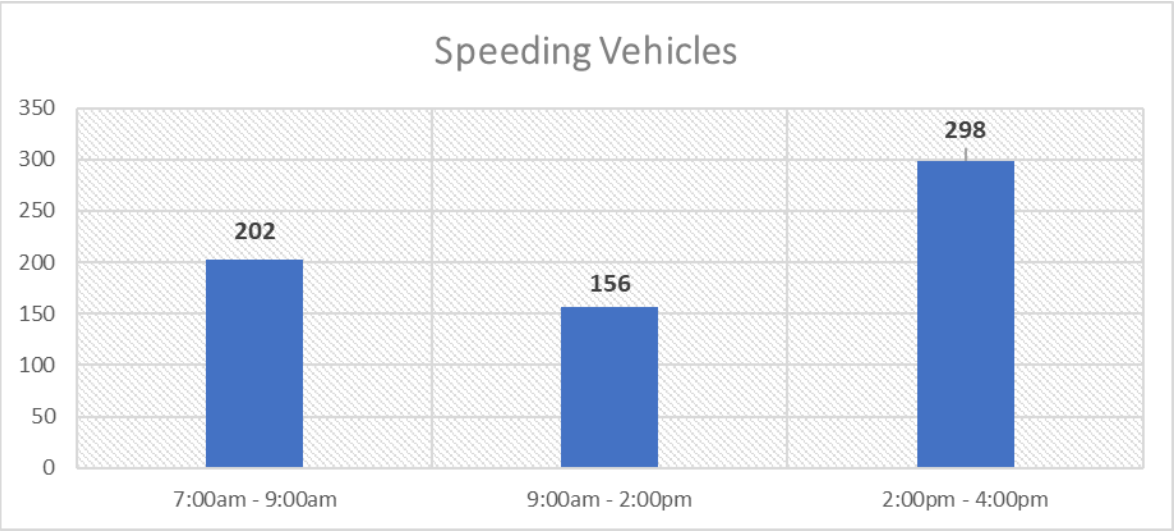
Melrose Park Elementary, Lake City

Study Location : E. Duval St. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	45 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 56 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/20/2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	8,115
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	TWO LANES IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	656



Melrose Park Elementary, Lake City



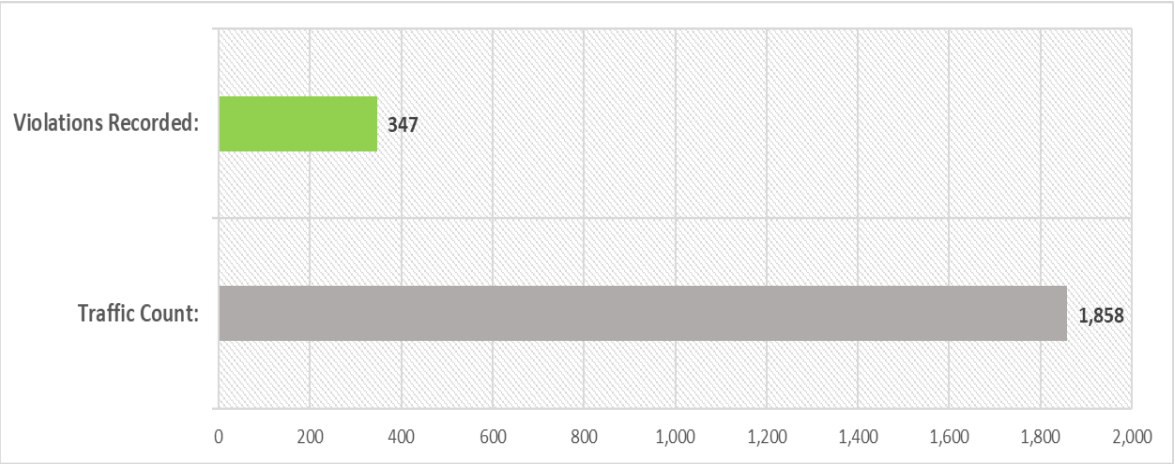


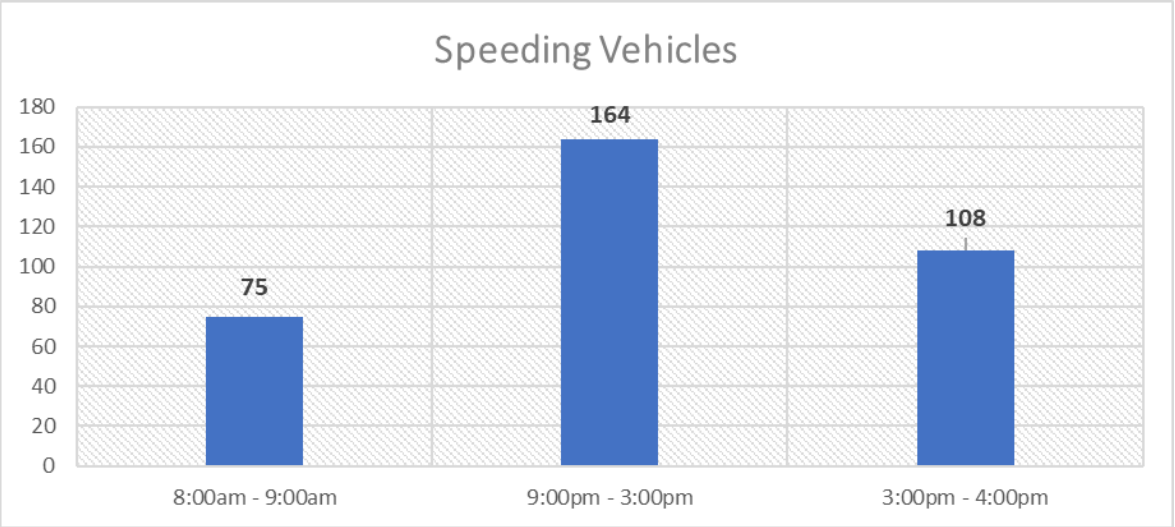
	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
31+ MPH	101	101	0	0	0	0	0	137	161	**500**
56+ MPH	0	0	29	20	47	37	23	0	0	**156**
Total	101	101	29	20	47	37	23	137	161	**656**

Lake City Middle School, Lake City

Study Location : SW Grandview St. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	30 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 41 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	8:00AM – 9:00AM / 3:00PM – 4:00PM
STUDY DATE & TIME:	02/20/2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	1,858
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	347

Lake City Middle School, Lake City



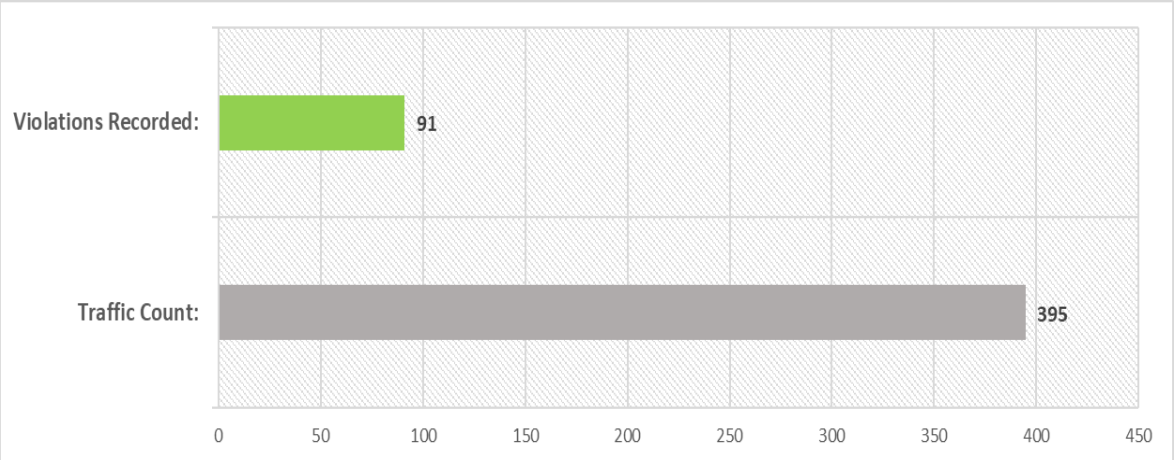


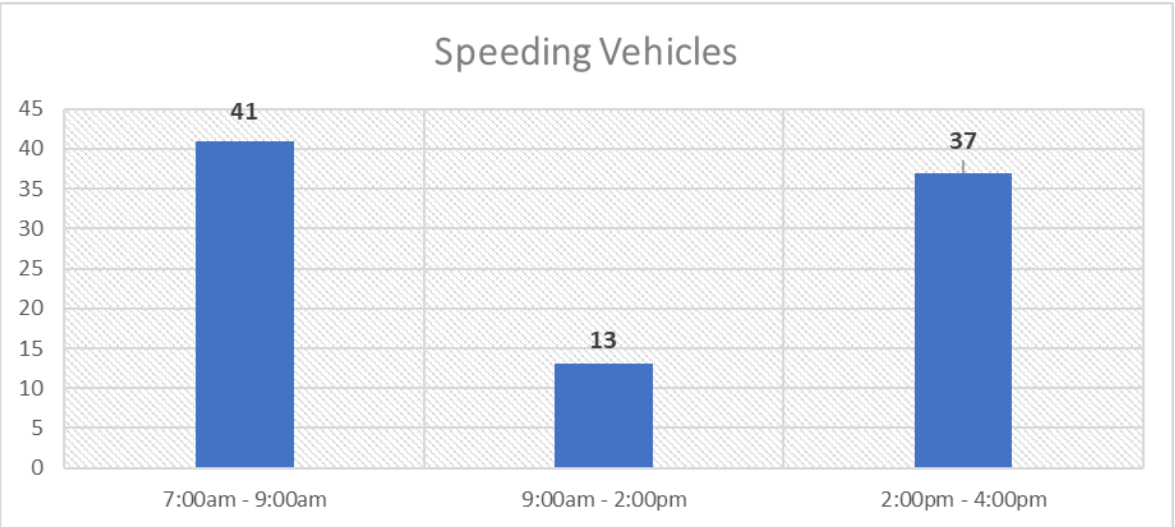
	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	75	0	0	0	0	0	0	108	**183**
46+ MPH	0	14	27	27	53	37	6	0	**164**
Total	75	14	27	27	53	37	6	108	**347**

Niblack Elementary School, Lake City

Study Location : NE Center Ave. (Northbound, Southbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/28/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	395
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	91

Niblack Elementary School, Lake City

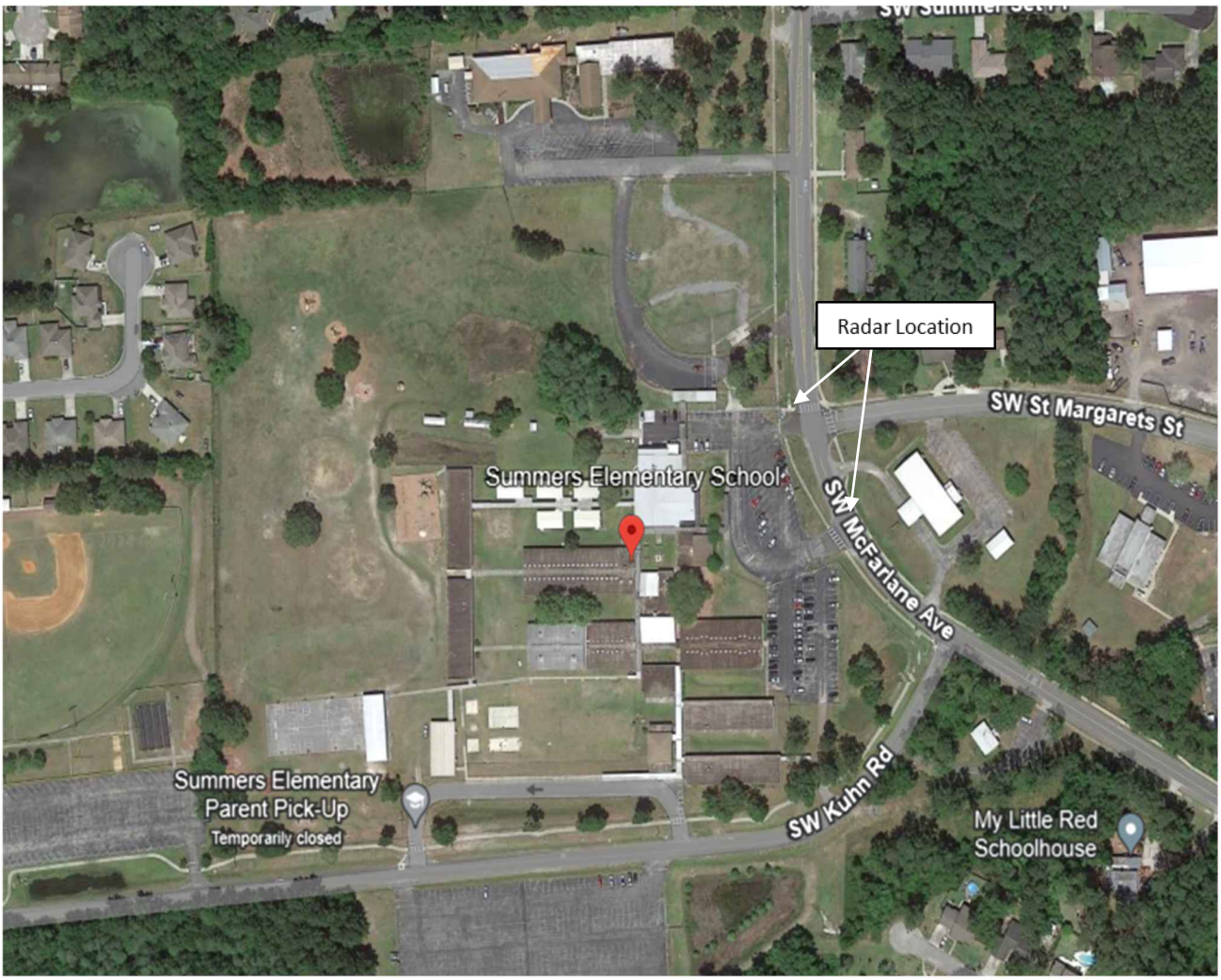




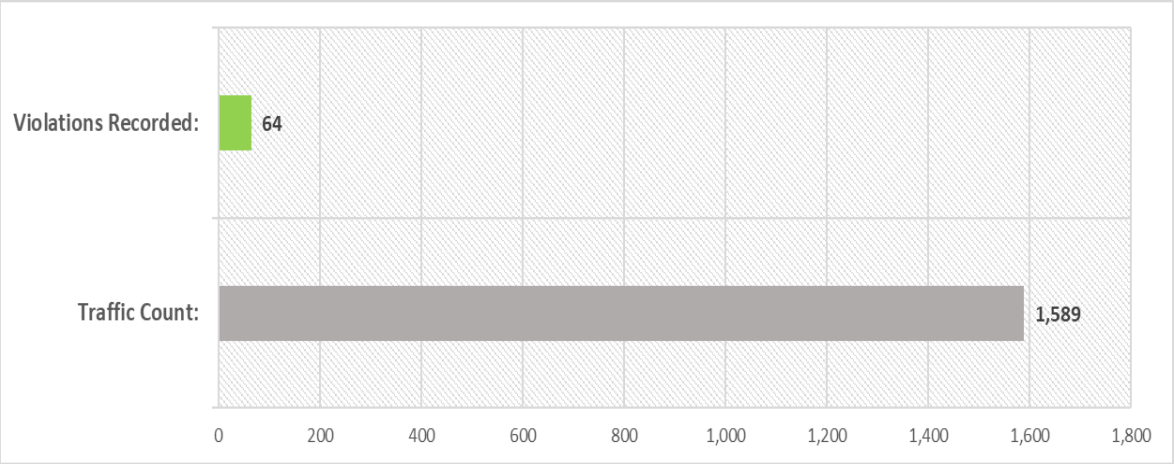
	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	13	28	0	0	0	0	0	13	24	**78**
36+ MPH	0	0	6	2	2	2	1	0	0	**13**
Total	13	28	6	2	2	2	1	13	24	**91**

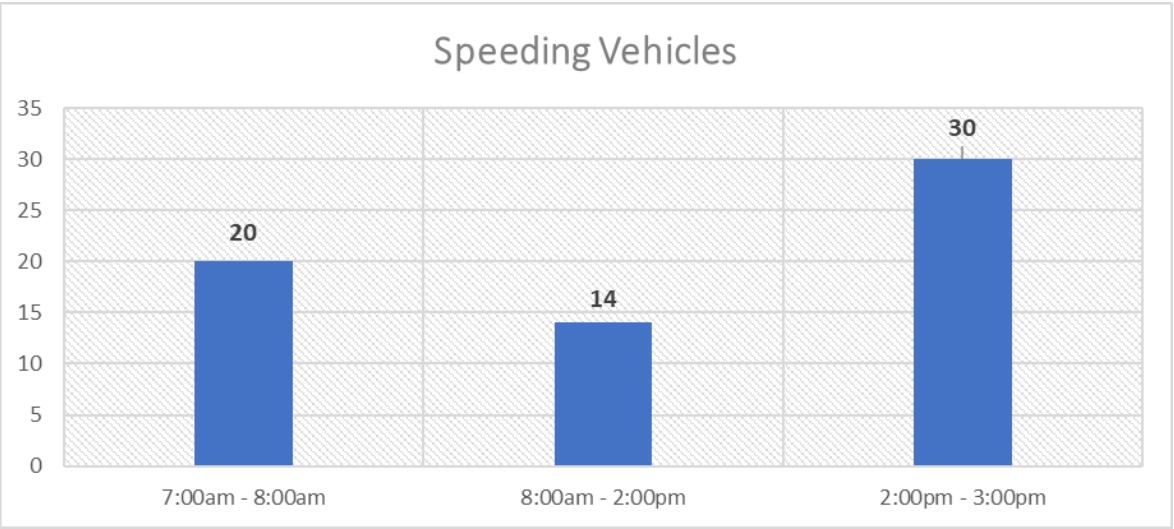
Summers Elementary School, Lake City

Study Location : SW McFarlane Ave. (Northbound, Southbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	35 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 46 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 8:00AM / 2:00PM – 3:00PM
STUDY DATE & TIME:	02/20/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	1,589
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	64



Summers Elementary School, Lake City



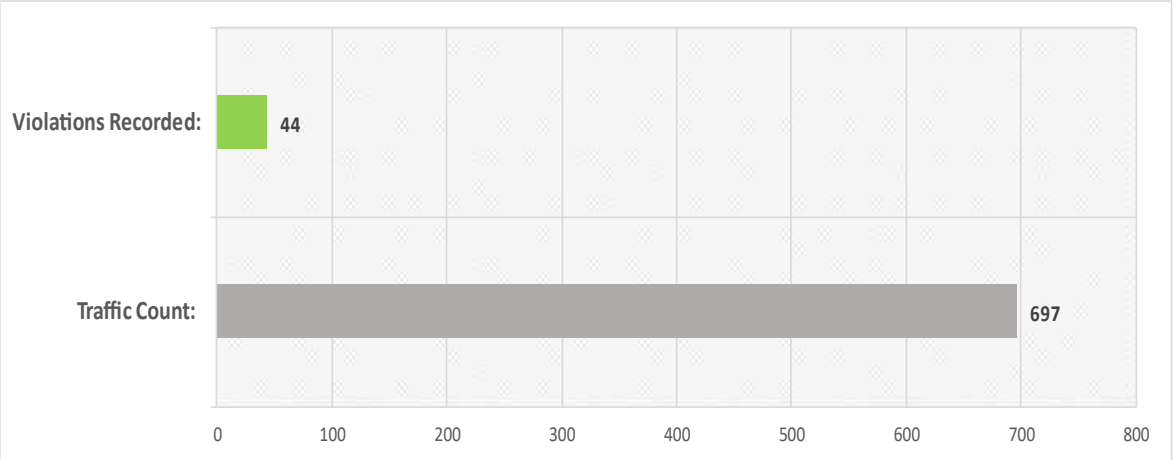


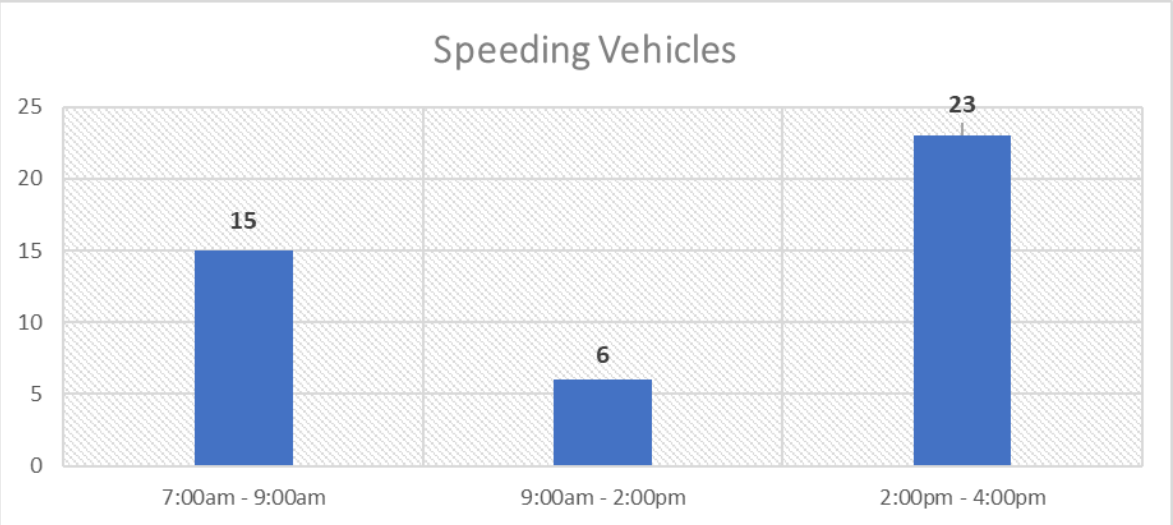
	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	Total
31+ MPH	20	0	0	0	0	0	0	30	50
46+ MPH	0	0	2	6	3	2	1	0	14
Total	20	0	2	6	3	2	1	30	**64**

Melrose Park Elementary School, Lake City

Study Location : SE Ermine Ave. (Northbound, Southbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/28/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	697
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	44

Melrose Park Elementary School, Lake City





	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	10	5	0	0	0	0	0	14	9	**38**
36+ MPH	0	0	1	2	1	1	1	0	0	**6**
Total	10	5	1	2	1	1	1	14	9	**44**

File Attachments for Item:

12. City Council Resolution No. 2025-147 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Spyglass Group, LLC., an Ohio Limited Liability Company, for auditing services to analyze primary telecommunications service accounts; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Telecommunications Services (Piggyback - Omnia Partners)

DEPT / OFFICE: Finance

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Angie Taylor Moore	10/02/2025

Recommended Action:

Approve a piggyback contract for an audit agreement to analyze its primary telecommunications service accounts to seek cost recovery, service elimination, and cost reduction recommendations.

Summary Explanation & Background:

Region 14 ESC has partnered with Omnia Partners to make this contract available to local governmental entities. Five (5) proposals were received to their Request for Proposals (RFP-24-S866) in which the evaluation committee ranked the proposals. The contract was awarded to The SpyGlass Group, LLC effective on July 1, 2024. The term of this contract is in effect until June 30, 2027, with option for up to two (2) additional one (1) year renewals. This contract will be used to analyze the City's telecommunications service accounts to seek cost recovery, service elimination, and cost reduction recommendations.

Alternatives:

Decline to piggyback.

Source of Funds:

Financial Impact:

Exhibits Attached:

Piggyback Contract (SpyGlass Group, LLC), Proposal

CM/rrp
10/20/2025

RESOLUTION NO 2025 – 147

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SPYGLASS GROUP, LLC., AN OHIO LIMITED LIABILITY COMPANY, FOR AUDITING SERVICES TO ANALYZE PRIMARY TELECOMMUNICATIONS SERVICE ACCOUNTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for an audit of its primary telecommunications service accounts to seek cost recovery, service elimination, and cost reduction recommendations (the "Services"); and

WHEREAS; Spyglass LLC., an Ohio limited liability company (the "Vendor") was awarded a contract for the Services pursuant to its Request for Proposal RFP-24-S866 (the "Spyglass RFP") by Omnia Partners, LLC., a Florida limited liability company; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services to the Vendor; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with Omnia Partners, LLC, a Florida limited liability company; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products in the Agreement is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement and such other related documents and instruments as are necessary and proper to give effect to the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into on this ___ day of November, 2025, by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

The SpyGlass Group, Inc
25777 Detroit Rd, Ste. 400
Westlake, Ohio 44145

(the "Vendor").

WITNESSETH:

WHEREAS, on **July 1, 2024, Region 14 ESC has partnered with Omnia Partners** (the "Original Procuring Government") awarded **RFP-24-S866 for Telecommunication Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the original procurement bid and contract documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract

should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **June 30, 2027.** The Original Procurement Bid and Contract provides for two **(2) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

   As needed at the City's request for repairs.

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

THE SPYGLASS GROUP, LLC

_____

By _____, its

_____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

REQUEST FOR PROPOSAL (RFP) FOR
Telecommunication Services

SOLICITATION NUMBER
RFP 24-S866

PUBLICATION DATE
Wednesday, February 21, 2024

QUESTIONS SUBMITTED BY
Thursday, March 21, 2024

SUBMITTAL DUE DATE AND TIME:
Thursday, April 4, 2024, 2:00pm CT

Competitive Solicitation by
Region 14 Education Service Center
for
on behalf of itself and other Government Agencies
and made available through
OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire https://omniapartners.bonfirehub.com to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.
Meeting URL: https://omniapartners.zoom.us/j/85731509439
Call In #: 346-248-7799
Meeting ID: 857 3150 9439

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a contract for Telecommunication Services for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

Region 14 Education Service Center ("Region 14 ESC")

Region14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

National Contract

Region 14 ESC, as the Principal Procurement Agency, defined in Appendix B, has partnered with OMNIA Partners, Public Sector, Inc. ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto in Appendix B, or as otherwise agreed to. Appendix B contains additional information about OMNIA Partners and the cooperative purchasing program.

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

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Appendix B).

While no minimum volume is guaranteed to the awarded supplier, the estimated annual volume of Telecommunication Services purchased under the Master Agreement through OMNIA Partners is approximately $50 million annually. This projection is based on the current annual volumes among Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the awarded supplier and OMNIA Partners.

II. SCOPE

Supplier may perform and provide these services under the terms of this agreement. The supplier may assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) Telecommunication Services categories:

- **Data Services**
  - Business Class Internet (broadband/cable modem) – Various Speeds
  - Ethernet Wide Area Network (WAN) Services (Metro E and Wide Area Ethernet) – Various speeds from 1Meg to 10 Gig.
    - Ethernet Private Line (EPL)
    - Ethernet Virtual Private Line (EVPL) – Hub and spoke WAN
    - Ethernet Network Service (ENS) – Fully meshed WAN
    - Ethernet Dedicated Internet Service (EDI)

- **Business Voice Services**
  - SIP Trunks
  - PRI Trunks
  - Hosted IP PBX Service
  - POTS

- **Business Video Services**
  - Public View TV
  - Private View TV

- **Business Bundles (Voice, Internet and Video)**

- **Hospitality Services**
  - Hospitality Voice Services
    - POTS
    - PRI
    - SIP trunks
    - Hosted IP PBX
  - Hospitality Video Services
    - Public View TV
    - Private View TV
  - Hospitality Bundles (Voice, Internet and Video)

- **Expense Audit and Management Services**
  - Voice, Data, Internet, Mobility, cloud Services and SaaS Licensing
  - Recommendations including but not limited to:

- Audit expenses for bill mistakes
- Identity and eliminate unnecessary services
- Optimize supplier cost structures

*** Suppliers are requested to submit proposals that include all the data and voice services listed above.*

III. INSTRUCTIONS TO SUPPLIERS

Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at https://omniapartners.bonfirehub.com/.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, with the exception of section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections
Section 1 – Signature Form
Section 2 – Pricing
Section 3 – Ability to Perform, including response to the national program (Appendix B)
Section 4 – References and Experience
Section 5 – Value Added Products and Services
Section 6 – Required Documents

Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract

is conditioned upon the availability of city, county, state and federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

Availability of Services and Pricing (40 points)

- Provide pricing for services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
- 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 price list firm for the first 12 months after the contract award.
- Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but, cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.
- Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost or pricing based on time and materials for categories or products that would typically use those pricing structures. If time and materials is necessary, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
- Describe if distributors/dealers/resellers/partners will be used to fulfill the contract. Submit a list of those entities authorized to sell under their contract. How often does the supplier propose to update distributors/dealers/resellers/partners? Purchase orders and payment can only be made to awarded supplier or approved distributors/dealers/resellers/partners and pricing must be less than or equal to the pricing offered by the awarded contract holder.
- Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- Describe any return and restocking fees.
- Describe any additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
- Describe how customers verify they are receiving the correct contract pricing.
- Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

- Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.
- Describe how future product introductions will be priced and align with contracting pricing proposed.
- Provide any additional information relevant to this section.

Ability to Perform (30 points)

- Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier 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.
- The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.
- Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).
- What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.
- Describe how supplier responds to emergency orders.
- What is supplier's average Fill Rate?
- Describe supplier's return and restocking policy.
- Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
- The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
- Describe supplier's contract implementation/customer transition plan.
- Describe the financial condition of supplier.
- Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- Describe the supplier's safety record.
- Describe technology used to support the contract.
- Provide any additional information relevant to this section.

References and Experience (20 points)

- Provide a brief history of the supplier, including year it was established and corporate office location.

- Describe supplier's reputation in the marketplace.
- Describe supplier's reputation of products and services in the marketplace.
- Describe the experience and qualification of key employees.
- Describe supplier's experience working with the government sector.
- Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- Provide any additional information relevant to this section.

Value Added Products/Services (10 points)

- Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

Clarifications/Discussions. Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

Competitive Range or Shortlist. It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.

Oral Presentations/Interviews. Region 14 ESC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.

Contract Negotiations. Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).

Past Performance. Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

_____
Company Name

_____
Address

_____
City State Zip

_____ _____
Telephone Number Fax Number

_____
Email Address

_____ _____
Printed Name Position

_____
Authorized Signature

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

_____ _____
Signature of Named Authorized Company Representative Date

Appendix B – OMNIA Partners Exhibits

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 Education Service Center (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc. ("OMNIA Partners"), is requesting proposals for Telecommunication Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50 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 Participating Agencies. Participating Agencies may request to enter

into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.
    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
    a. Minority Women Business Enterprise
        ☐ Yes ☐ No
        If yes, list certifying agency: _____
    b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
        ☐ Yes ☐ No
        If yes, list certifying agency: _____
    c. Historically Underutilized Business (HUB)
        ☐ Yes ☐ No
        If yes, list certifying agency: _____
    d. Historically Underutilized Business Zone Enterprise (HUBZone)
        ☐ Yes ☐ No
        If yes, list certifying agency: _____
    e. Other recognized diversity certificate holder
        ☐ Yes ☐ No
        If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier
    a. is a publicly held corporation and this reporting requirement is not applicable;
    b. is not owned or operated by anyone who has been convicted of a felony; or
    c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each supplier 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

   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

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.

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).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

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

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

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

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

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

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ 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.

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

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

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

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

GENERAL PROVISIONS

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

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

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

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

A. OMNIA Partners:

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

B. Supplier:

_____
_____
_____
_____

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

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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

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

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

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

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

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 public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

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

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

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

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

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

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and

incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

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

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

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

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

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Supplier shall not complete the representation at paragraph (d)(1) of this provision if the Supplier 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, Supplier Representations and Certifications-Commercial Items. The Supplier shall not complete the representation in paragraph (d)(2) of this provision if the Supplier has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Supplier 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 Supplier 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 Supplier shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Supplier responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Supplier 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 Supplier shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Supplier 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 Supplier has responded "will" in the representation in paragraph (d)(1) of this provision, the Supplier 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 Supplier has responded "does" in the representation in paragraph (d)(2) of this provision, the Supplier shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(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 Supplier as detailed in the terms of the contract.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(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 supplier agree to abide by the above? YES _____ Initials of Authorized Representative of supplier

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does supplier agree? YES _____ Initials of Authorized Representative of

supplier

(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, supplier certifies that supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(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, Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier 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 supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the supplier will notify the Participating Agency.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(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 supplier 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 supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, supplier

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The supplier further certifies that supplier 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 supplier agree? YES _____ Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, supplier 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 supplier agree? YES _____ Initials of Authorized Representative of supplier

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, supplier 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 supplier 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

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 supplier agree? YES _____ Initials of Authorized Representative of supplier

Supplier's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Supplier 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 supplier that are pertinent to supplier'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 supplier's personnel for the purpose of interview and discussion relating to such documents.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

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, Supplier 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, Supplier 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 supplier agree? YES _____ Initials of Authorized Representative of supplier

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

Supplier's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES
Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-

3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for

termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

(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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

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

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must

acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

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

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

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

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

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to 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.

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

Supplier's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All suppliers submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the supplier's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

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

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

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

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

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

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

_____ the bidder making this Proposal for the bid

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

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

Subscribed and sworn to

before me this day _____
Signature

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

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

_____ _____

Date ***Authorized Signature and Title***

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

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.

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."

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.

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)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: 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)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

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

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

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

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

_____

Company Name

DOC #7

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

Suppliers 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 Supplier from offering products or services in New Jersey through any resulting contract.

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

DOC #8

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

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

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

_____ _____

Signature Date

_____

Print Name and Title

Appendix B – OMNIA Partners Exhibits

Exhibit H
Advertising Compliance Requirement

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR

CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT

JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT

VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR

CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR

HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR

LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR

OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR

RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR

SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR

WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT

PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

REGION 14 EDUCATIONAL SERVICE AGENCY (ESC)

Contract 157548

for

Telecommunication Services

with

The Spyglass Group, LLC

Effective: July 1, 2024

The following documents comprise the executed contract between Region 14 Educational Service Center (ESC) and The Spyglass Group, LLC effective 7/1/2024

I. Signed Offer and Acceptance
II. Supplier's Response to the RFP, incorporated by reference

DocuSign Envelope ID: 497DD798-6E6F-4319-8537-C9B30F7E02C6

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 11, 2024

Larry Seiler
Senior Vice President, Revenue
The Spyglass Group, LLC
25777 Detroit Rd., Ste. 400
Westlake, OH 44145
Sent via email to: lseiler@spyglass.net

Re: Award of Contract #157548 Telecommunication Services

Dear Mr. Seiler:

Region 14 Education Service Center is happy to announce that The Spyglass Group, LLC has been awarded Contract #157548 based on the proposal submitted to Region 14 ESC in response to RFP 24-S866 Telecommunication Services. As stated in the RFP, VI. Signature Form, this contract award letter is the countersignature to The Spyglass Group, LLC response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective July 1, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Emily Jeffrey
45E64E70207547B...
Emily Jeffrey
Region 14, Chief Financial Officer

SpyGlass

Challenging the Technology Cost Status Quo

20+ YEARS
Personalized technology audits, comprehensive savings

14,000+ CLIENTS
Served throughout the U.S. and Canada

$140 MILLION+
Technology service costs saved annually over 20 years

Competitive Solicitation by Region 14 Education Service Center for Telecommunications Services

Expense Management and Audit Services Proposal

SIGNATURE FORMS

RFP# 24-S866

Due: April 4, 2024

Submitted to:
Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

This proposal is the property of The SpyGlass Group, LLC, Cleveland, Ohio ("SpyGlass") and must not be disclosed outside the Government or be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If a contract is awarded to SpyGlass as a result of, or in connection with, the submission of this proposal, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract and subject to the limitations of the Texas Public Information Act, Tex. Gov't Code § 552.110 et seq. ("Act") and other applicable law. This proposal contains confidential trade secret, commercial or financial, and personal private information that is exempt from disclosure under the Act and other applicable law. Accordingly, no portion of this proposal should be released without consulting SpyGlass. This proposal contingent on the Parties reaching mutually agreeable terms and conditions and upon acceptance of any limitations described herein.

Dear Region 14 Education Service Center Leaders,

On behalf of SpyGlass and our entire national team, thank you for the opportunity to present our qualifications to serve as the nationally preferred provider of expense audit and management services with our industry-leading telecom and technology expense management (TEM) SnapShot Audit® solution. Through our work with Region 14 Education Service Center members, OMNIA, and a wide variety of public sector industries across the country, we know this is a pivotal time for supporting efficient and economically strong operations — a goal we make possible by finding technology expense savings opportunities in 99% of engagements.

A personalized telecom and technology audit approach. By leveraging our proven SnapShot Audit through a trained team of technology expense experts, innovative technologies, and customized proprietary data, our approach provides expense management and support for organizations throughout various industries to analyze, control, and reduce technology spending across voice, data, internet, mobility, cloud services, and SaaS licensing.

An expense audit team that is easily accessible, responsive, and collaborative. Your primary contact, Larry Seiler, Senior Vice President of Revenue, and both of us are based at our headquarters in Cleveland, Ohio. With over 20 years of service from this location, our team of dedicated technology expense experts throughout the U.S. makes us one of the TEM industry's leading service providers.

Broad expense audit and management service experience for the public sector industry, including serving 14,000+ clients nationally. We collaborate with of organizations across the U.S. to help provide powerful technology expense audits specialized in finding errors, overcharges, and inefficiencies in bills, contracts, usage reports, and customer service records. Our trusted insight helps government organizations manage and achieve their objectives by proactively facing the unknown of additional technology service costs.

A proven, success-based audit process. Our personalized SnapShot Audit and team of Implementation Project Managers (IPM) and Audit and Analysis experts use an efficient and proven TEM process. From our Kickoff Meeting to the presentation of personalized savings opportunities, we provide timely savings solutions for a wide variety of industries, regardless of the size and scope of technology service billing. With the combination of over two decades of industry-leading SnapShot Audits and our growing Technology Service Expense Database providing inside intelligence on where organizations stand on technology expenses, SpyGlass identifies savings opportunities that provide cost clarity.

Value within and beyond the audit. After securing tech service savings through our comprehensive expense audit, we offer proactive support from our exclusive TEM solution, SpyCare®. Combining cloud software, access to our experts and help desk, valuable market data, and annual optimization, SpyCare is the optimal single-managed service for ongoing savings.

We are committed to delivering the high-quality TEM audit you deserve. Our team is focused on serving the public sector with the full support and strength organizations require to overcome challenges and achieve success. Thank you again for your time and consideration.

Sincerely,

Ed DeAngelo
Co-President

Brad Clark
Co-President

Larry Seiler
Senior Vice President, Revenue

SIGNATURE
FORMS
Manufacturing
Supply chain
Product
Cargo
Customer
Delivery
Inventory
Management
Freight
Innovation
Branding
Solution
Marketing
Analysis
Success
Management
Solution

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

The Spyglass Group, LLC
Company Name

25777 Detroit Rd., Ste. 400
Address

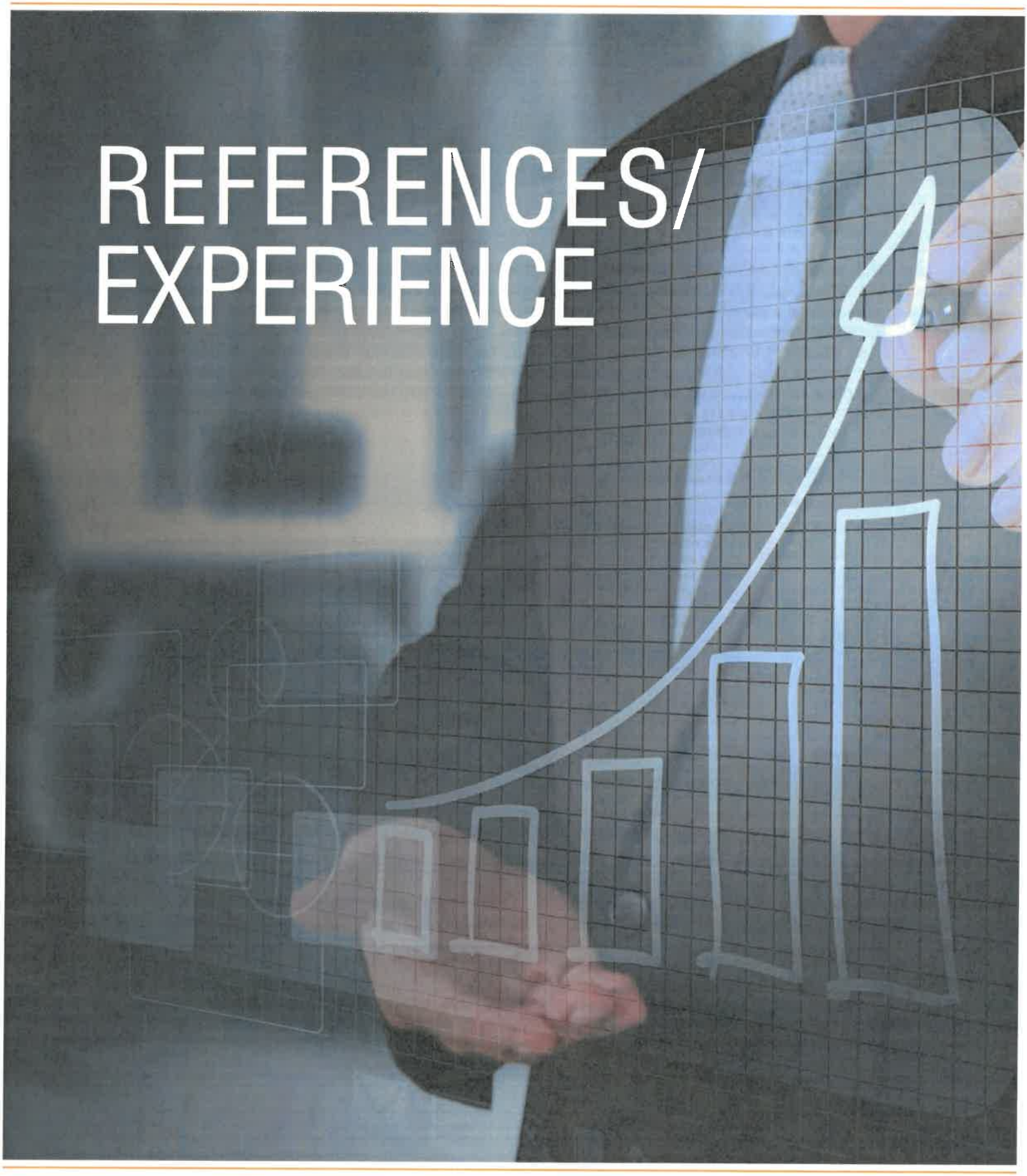
Westlake	OH	44145
City	State	Zip

440-250-9804	440-348-5950
Telephone Number	Fax Number

lseiler@spyglass.net
Email Address

Larry Seiler	Senior Vice President, Revenue
Printed Name	Position

Authorized Signature


REFERENCES/
EXPERIENCE

STRENGTHENING NATIONAL PUBLIC SECTOR TECHNOLOGY SPEND

SpyGlass is making a difference in the public sector with technology expense management (TEM) solutions that drive resource and financial efficiencies, achieve fiscal predictability, and make digital innovation sustainable for the long term.

As a highly personalized technology cost advisory firm with over 20 years of experience based in Cleveland, Ohio, SpyGlass has the country's largest database of middle market tech spend of historical information for industry-specific savings. From voice, data, internet, and mobility, to cloud services and SaaS licensing, we optimize services essential across government organizations.

Serving public sector organizations throughout the U.S. and Canada, SpyGlass focuses on delivering specialized technology service savings with our SnapShot Audit throughout city and county government, school systems, and higher education.

PUBLIC SECTOR SAVINGS DELIVERED IN 2023

346
clients nationally

$12.2M+
annual savings opportunities presented

81%
realized savings

PUBLIC SECTOR SAVINGS OVER THE LAST DECADE

4,800+
clients nationally

$53M+
total annual savings realized

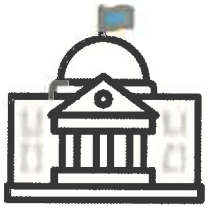
91%
realized savings

Our powerful technology expense SnapShot Audit is relied on nationally by the public sector to optimize costs, improve financial management practices, enhance asset management, and ensure efficient utilization of resources in an increasingly digital world.

We confidently collaborate with organizations to find errors, overcharges, and inefficiencies in bills, contracts, usage reports, and customer service records to help avoid telecom billing overcharges. In addition, our technology service expense database offers industry-best practices to empower decisions around technology services budget.

2023 INDUSTRY INSIGHTS ACROSS THE PUBLIC SECTOR

CITY & COUNTY GOVERNMENT



1,958

total city & county government clients

104

average number of identified savings recommendations

27.9%

average % of telecom spend identified as savings opportunities

EDUCATION

2,988

total education clients

81

average number of identified savings recommendations

19.7%

average % of telecom spend identified as savings opportunities

REFERENCES

Region XIV Education Service Center
Emily Jeffrey |
Chief Financial Officer
ejeffrey@esc14.net
(325) 675-7003

Rockland Boces
Ron Hansen | *Executive Director of Business Operations*
rhansen@rboces.org
(845) 627-4721
NY

Mesquite ISD
Gilberto Prado | *Assistant Superintendent of Finance and Operations*
gprado@mesquiteisd.org
(972) 882-7409
TX

Schaumburg Community Consolidated School District 54
Ric King | *Assistant Superintendent Business Operations/CSBO*
RicKing@sd54.org
(847) 357-6091
IL

Calistoga Joint USD
Maureen Hester |
Director of Business Services
mhester@calistogajusd.org
(707) 942-4703
CA

Mansfield ISD
Michele Trongaard, CPA, RTSBA, SFO |
Associate Superintendent of Business and Finance
micheletrongaard@misdmail.org
(817) 299-6324
TX

Newton Community SD
Tim Bloom | *Director of Business Services*
bloomt@newtoncsd.org
(641) 792-5809
IA

Leander ISD
Pete Pape | *CFO*
pete.pape@leanderisd.org
(281) 479-2374
TX

City of Broken Arrow
Cindy Arnold | *Finance Director*
carnold@brokenarrowok.gov
(918) 259-2400 ext. 5411
OK

City of Sachse
David Baldwin |
Director of Finance
dbaldwin@cityofsachse.com
(469) 429-4775
TX

City of Quincy
Eric Mason | *CFO*
emason@quincyma.gov
(617) 376-1120
MA

County of Jackson
Darlene Fox | *County Manager*
darlenefox@jacksonnc.org
(828) 631-2249
NC

County of Lee
Christi Dockery |
County Manager
cdockery@lee.ga.us
(229) 759-6000
GA

PRICING

OUR SERVICES & PRICING

SnapShot Audit® and Optimization

For its industry-leading telecom and technology expense management (TEM) SnapShot Audit, SpyGlass uses a success-based fee model with no startup or analytical costs to engage our TEM team to perform the work and make recommendations. Clients will also control the decisions around what recommendations to implement as SpyGlass presents opportunities for cost savings and optimizations.

Fees only result from recommendations a client chooses for implementation and break down as described below:

- Not to exceed 50% of any cost recovery. A cost recovery is any refund, credit, or compensation received by a client relating to past services or charges already paid to a technology vendor.
- Not to exceed twelve times any monthly service elimination or cost reduction savings received by a client relating to a recommendation resulting in forward-looking and ongoing monthly savings.

All fees include a SpyGlass team of experts working to successfully implement the action leading to savings. Our experience tells us that public sector clients particularly appreciate this type of fee structure. It allows for a way to engage with SpyGlass without risk and only pay fees for positive outcomes. It also creates a fee environment for a public sector client to receive a fast return on investment (ROI) of one year or less, and be in a position to own all the savings outright quickly.

Per the requirements of the RFP, pricing is proposed as a not to exceed equal to the amounts described above. That said, clients with large technology spends will be eligible for customized pricing at levels lower than the not to exceed amounts listed.

The pricing will be agreed to and contracted in advance of any work performed. All SpyGlass invoices are accompanied by an Invoice Support Document (ISD) outlining the action(s) completed, the associated confirmation numbers for the order processed with the technology supplier, and the calculated savings and can be jointly verified with customer-supplier invoices. Standard payment terms are within 10 days of invoice receipt but can be adjusted based on customer needs.

SpyCare® Managed Service

After benefiting from a SnapShot Audit, SpyGlass clients have the option to procure our ongoing managed service, SpyCare. SpyCare is a Software as a Service (SaaS) platform tailored to assist clients in sustaining the optimization achieved from our SnapShot Audit while preventing new technology cost threats. As our exclusive TEM solution, SpyCare offers the necessary visibility, tools, and oversight through automation and active management.

SpyCare charges an annual fee, not to exceed:

- Fixed & Mobile Services: 6% of the post audit annualized spend
- Cloud: $35 per active resource

We built SpyCare out of need from both the private and public sectors, with thousands of clients engaging us for a second SnapShot Audit several years after their initial assessment. Even with heightened awareness after the first engagement, we still found new unused services, pricing inefficiencies, and problems that were just as expensive, if not more, the second time around.

Per the requirements of the RFP, pricing is proposed as a not to exceed equal to the amounts described above. That said, clients with large technology spends will be eligible for customized pricing at levels lower than the not to exceed amounts listed.

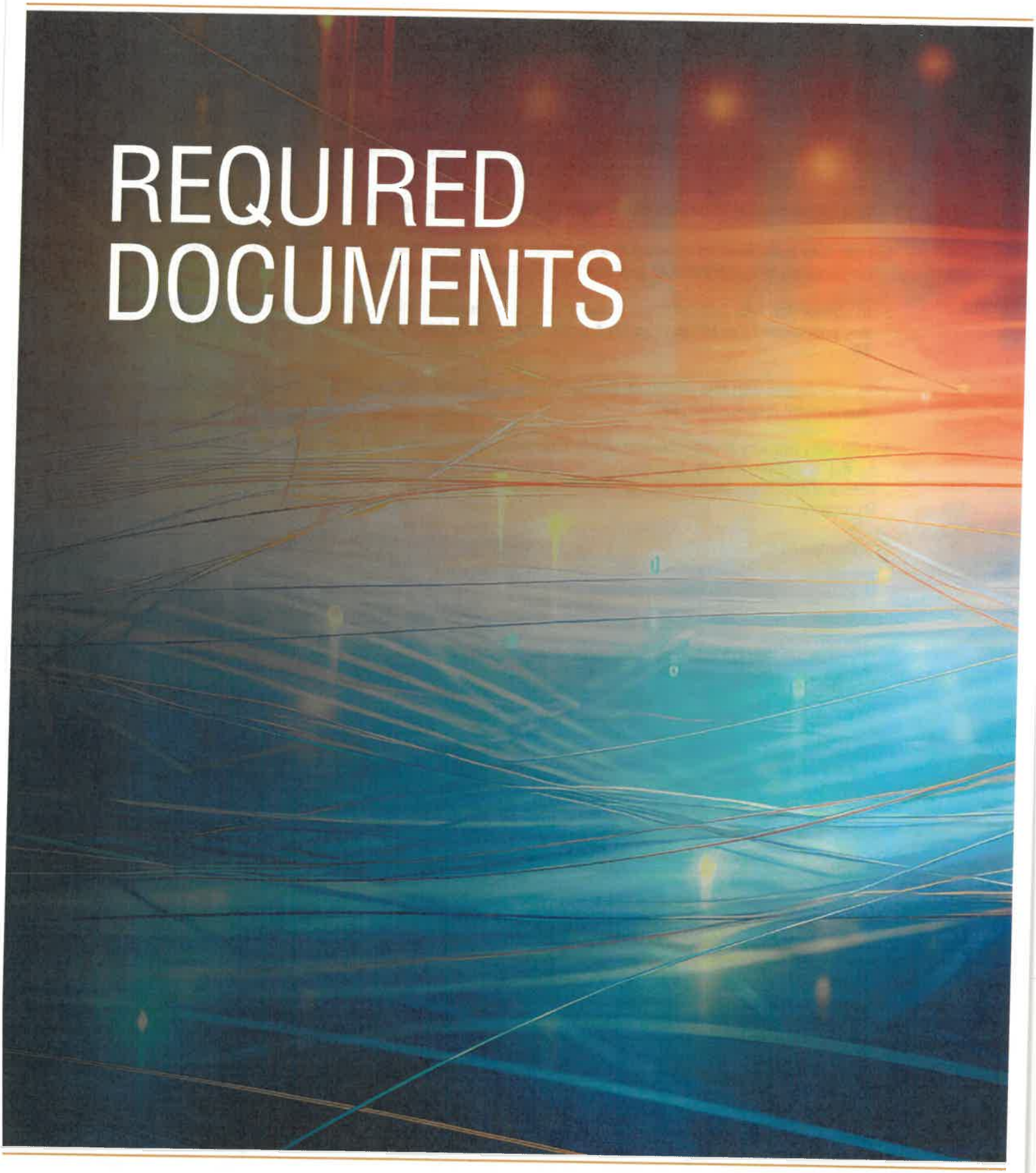
SpyGlass BY THE NUMBERS

15,000+
SnapShot® audits completed over 20 years

14,000+
clients served in 50 states & Canada

$140M+
annual technology service costs saved over 20 years

Regarding Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) SpyGlass cannot guarantee contract sales each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales") at this time.


REQUIRED
DOCUMENTS

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	The Spyglass Group, LLC	**Contact**	**Signature**
			Larry Seiler **Printed Name**
	25777 Detroit Rd., Ste. 400		Senior Vice President, Revenue **Position with Company**
Address	Westlake, OH 44145		
		Official Authorizing Proposal	**Signature**
			Edward DeAngelo **Printed Name**
Phone	440-250-9804		Co-President **Position with Company**
Fax	440-348-5950		

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1139424
Date Filed:
03/27/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The SpyGlass Group, LLC
Westlake, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-S866
Telecommunications Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The SpyGlass Group, LLC	Westlake, OH United States	X	X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Larry Seiler, and my date of birth is 05/13/1981.

My address is 25777 Detroit Rd., Ste 400 (street), Westlake (city), OH (state), 44116 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cuyahoga County, State of Ohio, on the 27th day of March (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Larry Seiler, as an authorized representative of

The Spyglass Group, LLC, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

3/27/2024
Date

SpyGlass Snapshot Audit Agreement – Standard Example for Region 14 RFP

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between _____ _____ ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- _____% of any "Cost Recovery", as defined below
- _____ times any "Service Elimination Savings", as defined below
- _____ times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Ohio, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	**AUDITOR**
_____	The SpyGlass Group, LLC
Signature:_____	Signature:_____
Print Name: _____	Print Name: Edward M. DeAngelo
Date:_____	Date:_____

SpyCare Service Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between [Client Name] ("Company"), and The SpyGlass Group, LLC ("SpyGlass").

1. **SpyCare Services**. Company hereby engages SpyGlass as an independent contractor to provide the following SpyCare services:

- Expense Management – Upon provision of the invoice access needed from Company for its network, mobile, cloud and subscription/saas licensing services, SpyGlass will commence its ongoing expense management services for the length of the Initial Term and any Renewal Term, which will include the following:
  - Initial load of provided billing accounts into the expense management software utilized by SpyGlass;
    - Company will provide SpyGlass full access to either their existing online access credentials to service accounts or create a login specific to SpyGlass for online access to service accounts.
    - In cases where Company does not have online access credentials already created, Company authorizes SpyGlass and will assist in creating appropriate online access credentials.
  - Monthly loading of Company's provided billing accounts into the software;
  - Provision of access to the software that generates trend analysis and management reporting, inventory of all current assets, cost allocation and budget management, GL coding, and bill pay.

- InSights – As part of the SpyCare service, Company will also have access to InSights for the length of the Initial Term and any Renewal Term, which will include the following:
  - Access to nationwide database of carrier and technology pricing;
    - Assistance with solution design
    - Sourcing, consolidation and implementation of new carrier pricing
    - Contract management and aggregated buying power
  - Operations and project management;
  - Access to technology trend insights provided by SpyGlass.

- DedicatedSupport – As part of the SpyCare service, Company will also have access to DedicatedSupport for the length of the Initial Term and any Renewal Term, which will include the following:
  - Account Manager who is the single point of contact for all of Company's needs relating to SpyCare;
  - Monthly business review of invoice data, utilization and optimization opportunities, and overall platform efficiency;
  - Proactive and timely recommendations of new product and pricing advancements.

Company agrees that it will provide access to client's service billing as directed by SpyGlass to facilitate the SpyCare services described above.

2. **Term**. This agreement shall commence on the Effective Date and end [# of years] after the kickoff of the engagement (the "Initial Term"). Unless either party provides written notice to the other within sixty (60) days of the end of the Initial Term or any Renewal Term (as defined herein) of its desire not to renew, this agreement shall renew for successive one (1) year terms (each a "Renewal Term"). During each Renewal Term, SpyGlass will continue to provide the SpyCare services listed under Section 1 and the parties rights and obligations under Sections 2, 3, 4 and 5 shall continue.

3. **Fees.** Company agrees to pay SpyGlass $_____ per year (the "Annual Fee") during the Initial Term and any Renewal Term. The initial Annual Fee will be invoiced on the Effective Date and shall be due within ten (10) days of receipt of such invoice. SpyGlass will invoice Company for each successive Annual Fee and payment shall be due within ten (10) days of receipt of such invoice. A late payment charge of 1.5% per month will incur on any unpaid balance invoiced under Section 3 of this agreement from the date the invoice was due. The parties agree that SpyGlass will also have the right to suspend any and all services under this agreement if any invoices are not paid in a timely manner and not be in breach of any provision of this agreement as a result thereof.

4. **Aggregate Data.** Company agrees that SpyGlass has permission to use the Company data collected within SpyGlass' tools and databases as part of providing the SpyCare services described herein for anonymous statistical purposes, including to compile aggregate performance, use or benchmarking data that relates to a group or category of services or customers, from which individual identities and characteristics have been removed ("Aggregate Data"). SpyGlass may use Aggregate Data for any lawful business purposes, provided that such information does not incorporate any personally identifiable information. SpyGlass retains all intellectual property rights in the Aggregate Data.

5. **Miscellaneous.** This agreement shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that

SpyGlass does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. SPYGLASS SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL SPYGLASS' LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO SPYGLASS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY:

[Client Name]

_____

Print Name: _____

Title: _____

Date: _____

SPYGLASS:

The SpyGlass Group, LLC

_____

Print Name: _____

Title: _____

Date: _____

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

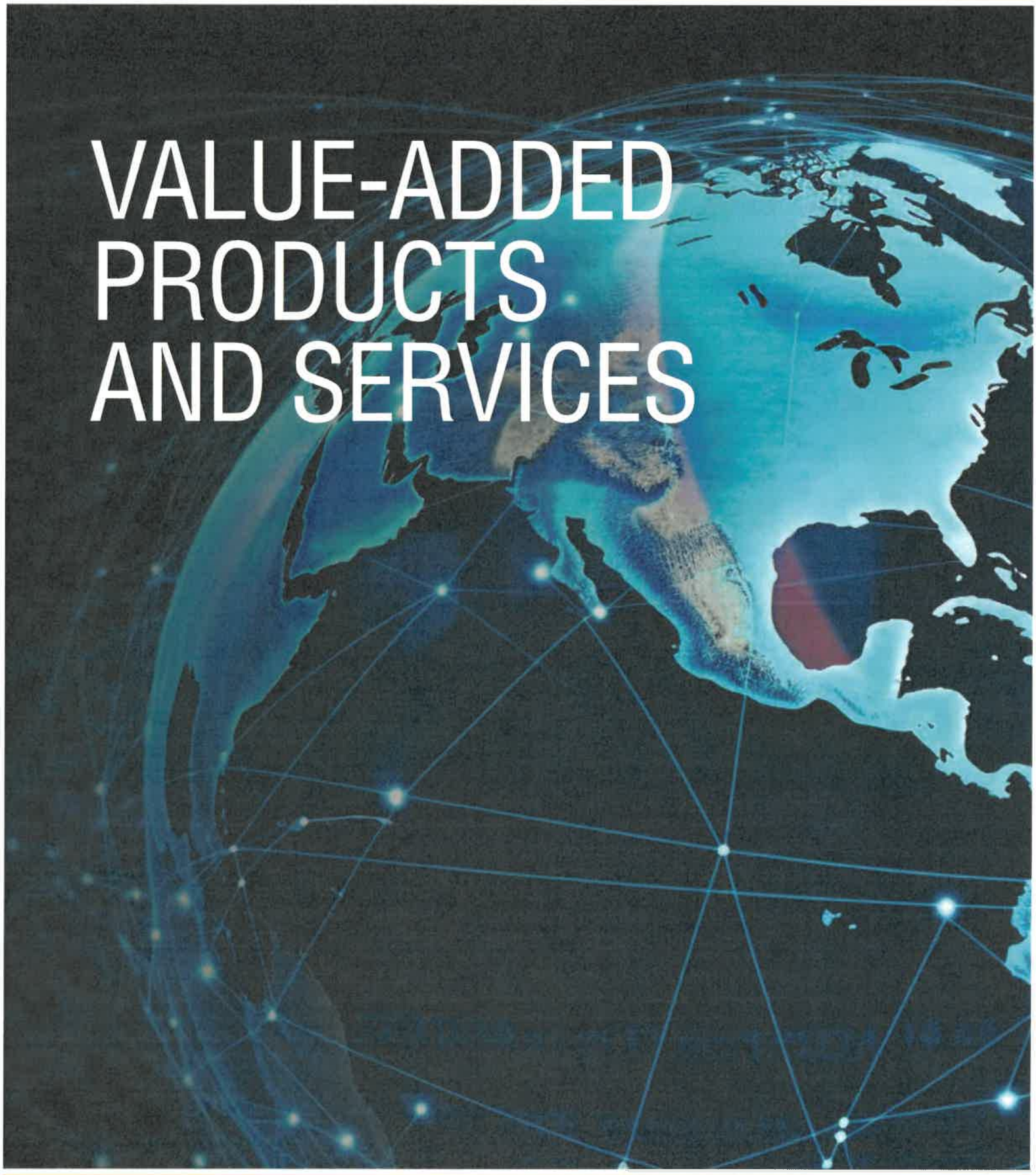
Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name The Spyglass Group, LLC

Contact Person Larry Seiler

Signature

Date 3/27/2024


VALUE-ADDED
PRODUCTS
AND SERVICES

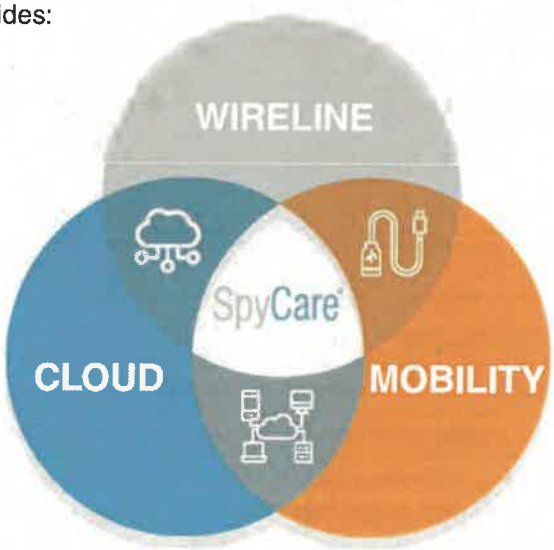
VALUE BEYOND THE SNAPSHOT AUDIT: Ongoing Tech Service Savings

We know the public sector's business is fluid, as is the telecom and technology services industry — especially as the telecommunications network landscape continues to evolve. With a strong appreciation for helping organizations maintain the beneficial savings from a SnapShot Audit, we offer SpyCare® — our exclusive technology expense management (TEM) solution for the middle market that combines cloud software, access to our experts and help desk, valuable market data, and ongoing optimizations in a single managed service.

Synergy between SpyCare and ongoing tech investment savings

Having SpyCare continue to monitor your technology services provides:

- Strengthened knowledge of your tech costs
- Enhanced insight into current and future tech investments
- Industry-leading insight into the procurement of today's top technologies, including wireline, cloud, and mobility with our exclusive business affiliations including AMI, Hyperglance, and brightfin.



SpyCare approach

We ensure SpyCare's easy implementation to start preventing overspending in month one, whereas other enterprise-level, software-only solutions take months or years to add value. SpyCare gives you the necessary tools for efficient, proactive technology expense decisions to protect initial savings while securing ongoing savings for your bottom line.

With SpyCare, the public sector is provided total TEM control and visibility for the future, including:

Expense Management

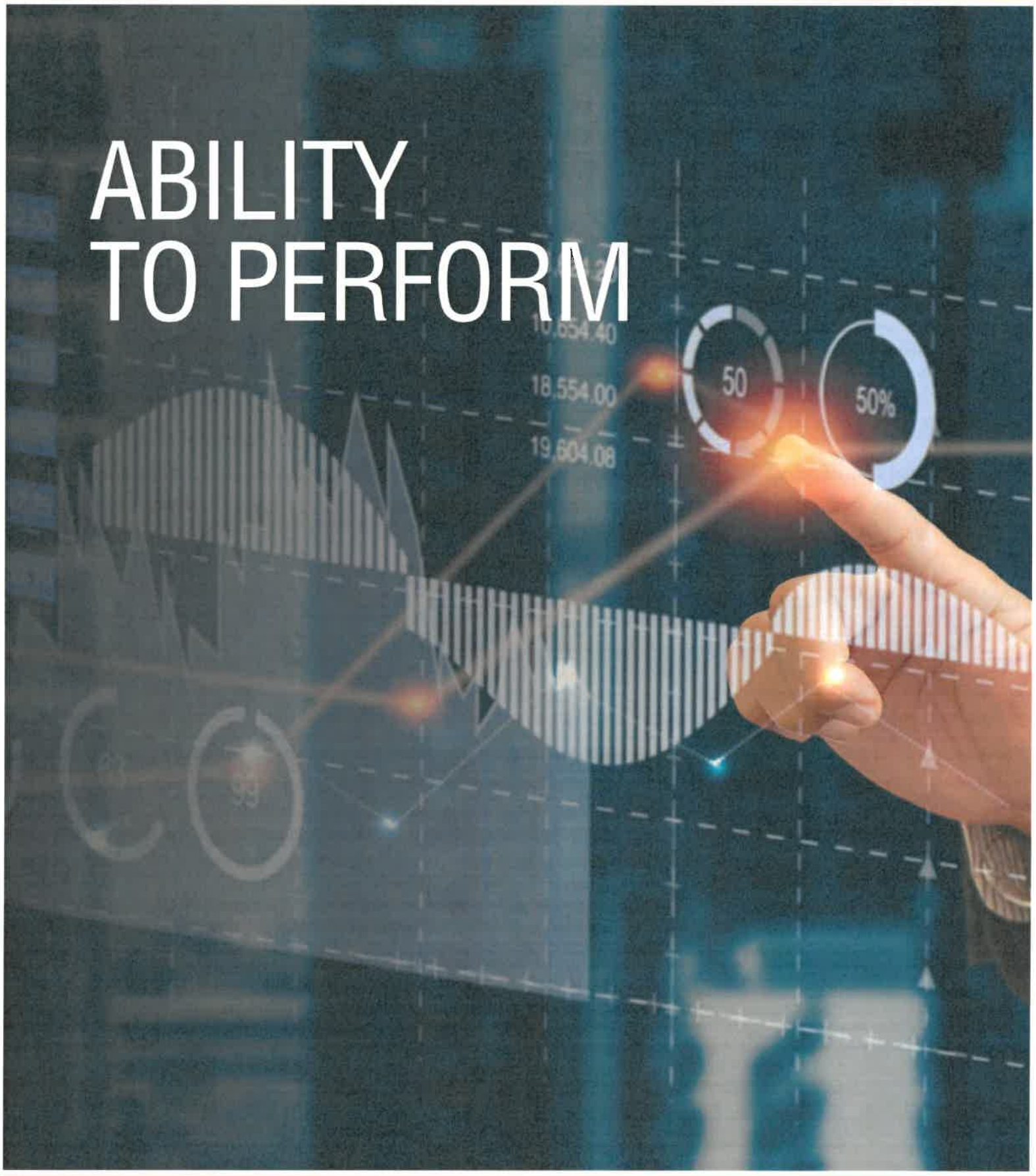
- Monthly Invoice Aggregation & Visibility
- Cost, Usage, and Inventory Dashboards
- Trend Analysis and Automated Reporting
- GL Coding and Cost Allocation
- Automated Inventory Reconciliation

InSights

- Contract Visibility
- Price Benchmarking and Technology Trends
- Carrier Sourcing and Management

Dedicated Support

- Account Management Oversight
- Proactive Optimization and Consolidation
- Monthly Cost Management Flash Report


ABILITY
TO PERFORM
18.554.00
19.604.08
50
50%

NATIONAL, COLLABORATIVE PUBLIC SECTOR EXPERIENCE

What makes a technology service audit successful? From our perspective, it's the ability to provide personalized technology audits that challenge billing mistakes, overcharges, and inefficiencies with a focus on finding savings opportunities in 99% of engagements.

It's this and the SpyGlass vision of using the power of analysis for universal technology and communication savings that have empowered public sector clients and optimized their technology budgets throughout the country for over 20 years.

PUBLIC SECTOR SAVINGS SOLUTIONS DELIVERED OVER 20 YEARS

5,400+
public sector clients nationally

$173M+
annual savings opportunities presented

79%
realized savings

Unmatched Tech Budget Support

We focus on educating and supporting clients with valuable cost-saving recommendations across voice, data, internet, cloud services, SaaS license, and mobility to deliver robust cost optimization, asset inventory, and workflow automation capabilities for proactive solutions.

NATIONAL REACH, LOCAL PRESENCE

52
salespeople nationally

50
states served

2x
monthly training sessions
(internal & external)

Proficient TEM Industry Experts for Public Sector's Needs

According to Gartner, with inflationary pressures and an uncertain economic outlook, organizations have become increasingly focused on managing their communications spending with more scrutiny, to ensure all services add value to their organizations.

Our continued two decades of dedication as one of the technology expense management (TEM) industry's leading service providers of technology expense audits necessitates ongoing training of our national sales team. With twice-monthly professional sales training, both internally and externally from the local affiliate Sandler Sales Training and the Employee Resource Council, we ensure the public sector will collaborate with a team of TEM subject-matter experts with in-depth knowledge of the telecom and technology industry.

This continued TEM training guarantees the SpyGlass team delivers in-depth knowledge of the telecom and technology industry, including trends, technologies, pricing, and regulatory issues.

Skilled TEM Team + SnapShot Audit Advantages: Education Technology Expense

- **Preferred Pricing:** Utilize our pre-negotiated rates to purchase telecom and technology services for pennies on the dollar.
- **Grant Funds Management:** Grant funds may pay for hardware but not ongoing technology expenses. We optimize the budget based on device usage.
- **Video Conferencing:** Driven by distance learning, video is now one of the world's most important communication tools. But disruptions caused by inadequate services can be expensive.
- **E911 Surcharge Savings:** Wireless, landline, and VoIP telecom surcharges can be a hefty expenditure. We ensure the optimal setup.
- **Remote Device Management:** CARES Act Coronavirus Relief Fund device purchases may not have been properly tracked under pressure to ramp up remote learning. We assist with management and costs of remote devices.

Skilled TEM Team + SnapShot Audit Advantages: City and County Government Technology

- **Preferred Pricing:** Utilize our pre-negotiated rates to purchase telecom and technology services for pennies on the dollar.
- **Grant Funds Management:** Grant funds may pay for hardware but not ongoing technology expenses. We optimize the budget based on device usage.
- **Interdepartmental Cooperation:** Understand legacy programs and integrate them with modern technology including VoIP and SIP-based services, unifying communications, and collaboration tools.
- **Video Conferencing:** Lost time and productivity from disruptions caused by inadequate services can be expensive — and hurt business relationships. We leverage videoconferencing volume to fit your service and pricing needs.
- **Remote Device Management:** Many workers are partly or fully remote. We assist with tracking and managing remote worker device costs.

3.1 COMPANY

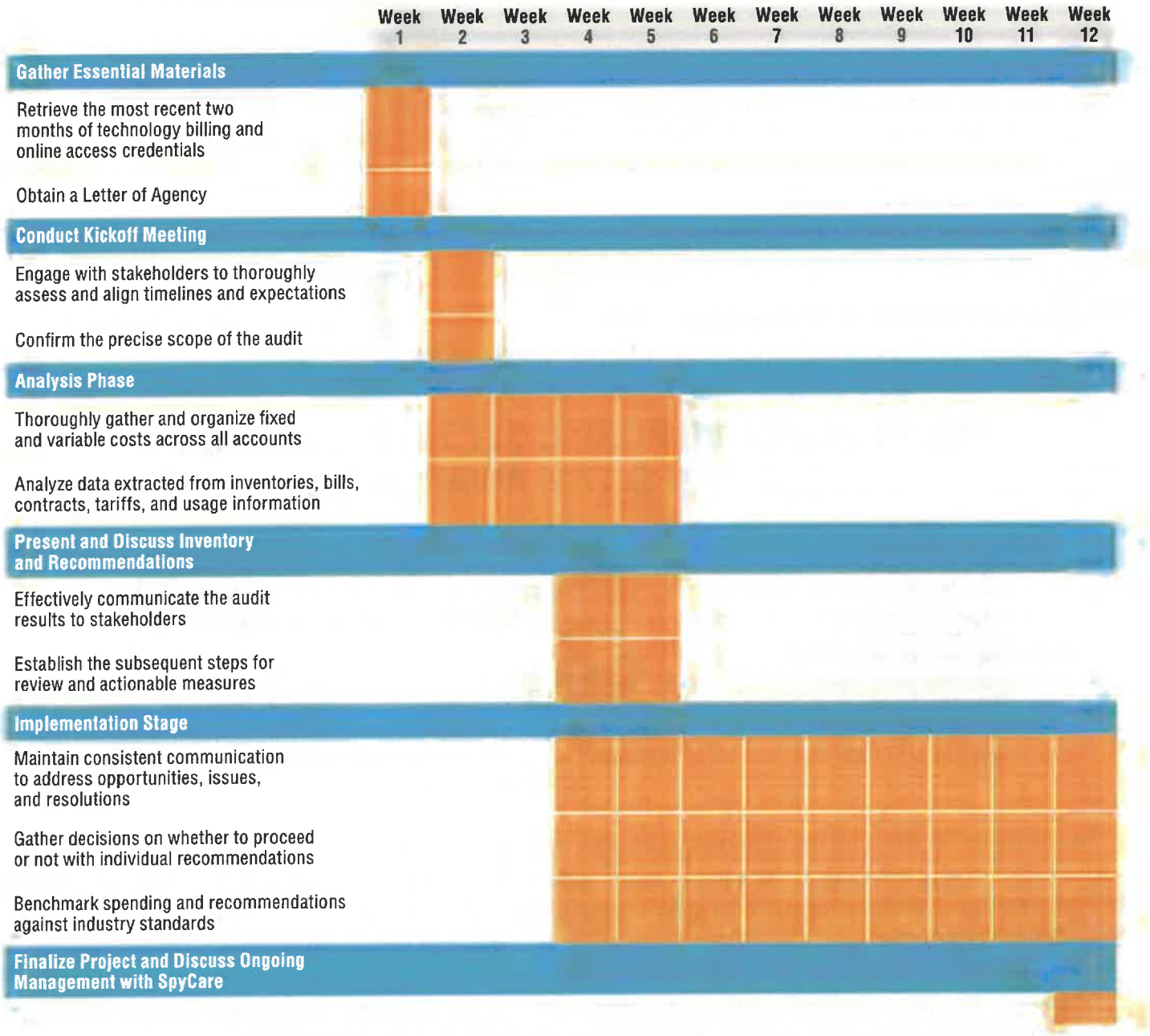
RFP Requirement	SpyGlass Response
Brief history and description of Supplier to include experience providing similar products and services.	Over 20 years ago, SpyGlass began with a vision of using the power of analysis for universal technology and communications savings. Today we provide industry-leading telecom and technology expense management solutions to over 14,000 clients throughout the U.S. and Canada. Throughout virtually every type of business, in every sector, we challenge the technology cost status quo to deliver surprising savings that empower your bottom line. With our industry-leading SnapShot Audits supported by a team of dedicated technology expense experts, we comb through your bills, contracts, usage reports, and customer service records to find errors, overcharges, and inefficiencies for the ultimate technology expense savings. We find savings opportunities in 99% of engagements — and you won't pay us until we find savings for you.
Total number and location of salespersons employed by Supplier.	Learn more about the total number and location of salespersons employed by SpyGlass.
Number and location of support centers (if applicable) and location of corporate office.	Learn more about the SpyGlass corporate office.
Annual sales for the three previous fiscal years. • **Submit FEIN and Dunn & Bradstreet report.**	As a privately held company, SpyGlass does not disclose any of this information.
Describe any green or environmental initiatives or policies.	N/A
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.	N/A

RFP Requirement	SpyGlass Response
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** **b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)** **c. Historically Underutilized Business (HUB)** **d. Historically Underutilized Business Zone Enterprise (HUBZone)** **e. Other recognized diversity certificate holder**	a. No b. No c. No d. No e. No
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.**	N/A
Describe how supplier differentiates itself from its competitors.	Learn how SpyGlass stands out from our competitors.
Describe any present or past litigation, bankruptcy or reorganization involving supplier.	N/A
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.** **Describe any debarment or suspension actions taken against supplier**	N/A

SpyGlass has read and understands all of the bullet points requested under Ability to Perform and intentionally omitted anything non-applicable to the nature of our business.

GUARANTEED SERVICE DISTRIBUTION

SPYGLASS SNAPSHOT AUDIT TIMELINE*



*12-week timeline is typical; each project timeline may vary.

GO-TO-MARKET:

OMNIA® PARTNERS + SpyGlass

Established Partnership Delivers

Our established relationship with OMNIA Partners private sector positions us as a trusted partner for the public sector's needs, including developing collaborative tailored digital campaigns. Just as our SnapShot Audit helps challenge the technology cost status quo for private sector clients, we provide personalized savings for the public sector by:

- Building real-time IT inventory
- Gathering bills and identifying overcharges
- Searching for technology contract violations
- Optimizing your telecom environment for savings
- Negotiating with technology service vendors for improved contracts

COMPREHENSIVE PUBLIC SECTOR OUTREACH = INCREASED TEM AWARENESS

35K+
pieces of outreach (emails and calls)

28K
public sector entities in HubSpot CRM

120+
initial meetings scheduled monthly

We ensure deliverables for the national cooperative contract through:

1. **In-depth understanding of the public sector market:** We are uniquely positioned to analyze the specific needs and challenges of the education industry, state governments, and municipalities in managing technology expenses.
2. **Developing and communicating tailored solutions:** We will create comprehensive and intuitive solutions that address the unique requirements of public sector organizations. Our established combined marketing efforts with OMNIA Partners ensure ongoing engagement and education for the public sector.

3. **Providing benefits from our unique savings opportunities:** We provide TEM solutions to streamline processes, increase compliance, reduce costs, and provide control over spending.
4. **Ensured security and compliance:** We ensure our solutions meet stringent security requirements and compliance standards for public sector entities.
5. **Offering collaborative support and expertise:** We provide proven tech audit solution support to guide public sector organizations in implementing and utilizing savings for today's savings and future tech investments. Our ongoing marketing outreach via email, press releases, and established Partner Network guarantees vital communication and guidance.
6. **Providing ongoing savings support:** To help organizations maintain the beneficial savings from a SnapShot Audit, we offer SpyCare® — our exclusive technology expense management (TEM) solution for the middle market that combines cloud software, access to our experts, and help desk, valuable market data, and ongoing optimizations in a single managed service.
7. **Tracking and reporting success:** We will track and report our SnapShot Audit success of public sector voice data, internet, mobility, cloud services, and SaaS licensing savings to OMNIA Partners through monthly sales reports required by OMNIA, detailed segmentation within our CRM to locate and mark all government agencies served by the national contract to enable reporting capabilities, and our custom developed client database which houses all our client technology spend information as well as detailed analytics on client-specific recommendations and impacts.

EMPOWERING TECHNOLOGY EXPENSE SAVINGS FOR 20+ YEARS

15K
SnapShot audits completed

500+
YEARS
combined industry staff expertise

99%
audit savings opportunities of all engagements

$450 M+
annual savings opportunities identified

$2.5 B+
annual technology recurring costs reviewed

SPYGLASS TOP 10 PUBLIC SECTOR CLIENTS: 2023

Gadsden ISD
Ludym Martinez
Associate Superintendent for Finance

County of Bullitt, KY
Keith Griffee
Chief Financial Officer

Monrovia Unified SD
David Conway
Director of Fiscal Services

Coweta County School System
Chris Latimer, CPA,
Comptroller

The Brearley School
Robert Brody
Controller and Assistant Chief Financial Officer Certified Public Accountant, AICPA

City of Broken Arrow, OK
Cindy Arnold
Director of Finance

Madison County Schools
Barry McKenzie, CPA
Director of Finance

Kingman USD 20
Colleen Mulhollen
Director of Finance and Business

City of Frankfort, KY
Bobby Ripy
IT Director

Frenship ISD
Farley Reeves
Chief Financial Officer

TEAM TO SERVE

SpyGlass will foster a collaborative relationship between our technology expense management audit team and public sector organizations throughout the U.S. The key to our effective teaming is proactive communication in all technology spending matters for a strong partnership and successful results. We challenge the technology cost status quo for you.

EXECUTIVE LEADERSHIP

Ed DeAngelo
Co-President

Brad Clark
Co-President

Larry Seiler
Senior Vice President, Revenue

VICE PRESIDENT LEADERSHIP

Mike Farrell
Vice President, Implementation and Project Management

Steve Fisher
Vice President, Strategic Services

NATIONAL SALES LEADERS

Luke Watts
Executive Director of Key Accounts

Cory Blanchette
Director of Key Accounts

Mikayla Zernic
Director of Key Accounts

Chris Box
Senior Account Executive, Key Accounts

Carleigh Walter
Senior Account Executive, Mid-Market

Jesse Jarvi
Senior Account Executive, Mid-Market

Click on an employee to read their bio

BIOS

Ed DeAngelo

Co-President
Cleveland, OH
+ 1 216.832.0543
edeangelo@spyglass.net

Ed co-founded SpyGlass in 2002 to advise organizations in their quest to become more financially viable. As co-president, Ed drives the strategic vision and culture, key growth planning initiatives, and continual process improvement for the company. Ed has a passion for sales, digital marketing and senior management consulting, and brings 30 years of combined experience in these areas to the firm.

- Ed has collaborated with OMNIA Partner leaders and public sector organizations throughout the U.S. Before co-founding SpyGlass, Ed was a member of the Business Affairs and Development group for the technology and media company AOL Time Warner and its affiliate company CompuServe. In this role, Ed was instrumental in structuring a variety of third-party online content and commerce relationships supporting the company's interactive properties.

Before that, Ed served as a lawyer in the transactional corporate law group at Baker Hostetler LLP, a multi-national law firm. Ed advised and represented business owners and public and private companies in various transactions, including mergers and acquisitions, divestitures, private equity transactions, real estate acquisitions, and general corporate matters.

Education and affiliations

- Ed graduated from Case Western Reserve University School of Law with his Juris Doctorate in 1995 and from Ohio University with a Bachelor's Degree in Accounting and MIS in 1992. He supports various philanthropic organizations, including The Special Olympics, Westside Catholic Center, and Ohio Guidestone.

Brad Clark

Co-President
Cleveland, OH
+1 440.348.9340
bclark@spyglass.net

Brad is the co-founder and co-president of SpyGlass. As co-president, Brad drives the strategic vision and culture, key growth planning initiatives, and continual process improvement for the company. Brad has a passion for all things technology-related and brings over 25 years of telecom sales and operational experience to SpyGlass. Throughout his career, he's been involved in many aspects of telecommunications and IT services including billing, provisioning, deployment, sales, sales management, and marketing.

- Before founding SpyGlass, Brad was vice president of developer accounts for LightSource Telecom, a startup venture providing fiber optic telecom and internet services to new housing developments across the country. His primary role was negotiating long-term contracts with CEOs of land developers and builders nationwide, positioning LightSource as the exclusive provider of telecom services in these developments.

Prior to his involvement at LightSource, Brad held several positions at Eltrax Systems and its predecessor, DataComm Associates ranging from branch manager of the Detroit operation to director of sales at its headquarters in Cleveland. Both organizations provided network hardware, telecommunications, outsourced IT, and SaaS solutions to a broad range of clients nationwide.

Education and affiliations

- Brad graduated from Ohio University in 1993 with a BSC in Communications Systems Management and a minor in Business Administration. He actively supports Cornerstone Among Women, a faith-based organization supporting crisis pregnancy.

BIOS

Larry Seiler

Senior Vice President, Revenue
Cleveland, OH
+1 440.823.1891
lseiler@spyglass.net

Larry joined SpyGlass in the summer of 2004 as its second employee. In Larry's current role, he is responsible for managing all activities directly driving SpyGlass' generation of revenue. This includes the day-to-day senior management of SpyGlass' Business Development, Sales, Audit and Implementation departments. Since joining SpyGlass, Larry has been instrumental in the development of all of SpyGlass' client acquisition and sales training processes and procedures.

- Larry works closely with OMNIA Partners and a wide variety of public sector organizations throughout the U.S., including Region 14 Education Service Center members.

Education and affiliations

- Larry graduated from The Ohio State University Honors College with a Bachelor's Degree in History in 2003. He has served on the Board of Directors for Open Doors Academy and The Cleveland Professional 20/30 Club.
- Larry is also a Board Member and Donor Development Chair of the Rocky River Education Foundation.

Mike Farrell

Vice President, Implementation and Project Management
Cleveland, OH
+ 1 440.773.3308
mfarrell@spyglass.net

Mike joined SpyGlass in Spring of 2007 as one of the earliest members of its Business Development team and then progressed into Implementation and Project Management (IPM), first as an individual contributor and later as one of the team's first managers.

- In Mike's current role, he is responsible for directing all of SpyGlass' project management and provider implementation activities, with particular attention to Public Sector clients throughout various industries. This includes day-to-day management of the delivery of SpyGlass' work product to its clients and the coordination of all technical provider implementations.

Mike's public sector clients include:

- Dougherty County SD, GA
- MSD of Decatur Township, IN
- Pennsylvania Office of the Attorney General
- Monterey County Office of Education, CA
- Southwest Tennessee Community College
- City of Lockhart, TX
- Cleveland County Schools, NC
- Kingman USD 20, AZ
- County of Grimes, TX
- Bay City ISD, TX
- City of Sanford, FL

Education and affiliations

- Mike graduated from Baldwin Wallace College with a Bachelor's Degree in Business Administration/Marketing in 2006.

BIOS

Steve Fisher

Vice President, Strategic Services
Cleveland, OH
+1 216.374.8345
sfisher@spyglass.net

Steve began his technology career 21 years ago and joined SpyGlass in the fall of 2005 to build 19 years of technology expense management experience. He was the first member of the Implementation & Project Management (IPM) Department and was instrumental in developing SpyGlass' client engagement process. Steve now leads SpyGlass' Strategic Services Department, which is focused on developing alternative ways for SpyGlass to provide operational efficiencies to its clients in a recurring fashion. The Strategic Services Department includes SpyCare®, which is a technology cost control managed service for the middle market.

- Prior to joining SpyGlass, Steve was a business analyst with KeyCorp in Cleveland, Ohio. He started in Key Technology Services working as a quality assurance tester for the Key's Siebel CRM application. Steve later moved to Key's Consumer Banking division and joined the team responsible for the management and maintenance of Key.com.

Education and affiliations

- Steve graduated from Ohio University with a Bachelor's Degree in Communications Systems Management and a minor in Business Administration in 2003. He manages SpyGlass's membership with the Enterprise Technology Management Association (ETMA), and serves as ETMA's Chairperson of the Professional Development and Small & Midsized Market Committees.

Luke Watts

Executive Director of Key Accounts
Plano, Texas
+1 740.645.0270
lwatts@spyglass.net

Luke began his technology expense management career at SpyGlass in 2012. He has progressed from Manager of Business Development to Senior Director of Sales, to his current role of Executive Director of Key Accounts. Luke eagerly anticipates creating new avenues and strategies to continue SpyGlass's ongoing public sector service evolution. He has developed a unique niche for serving public sector clients throughout the country, with a specific focus on those throughout Texas.

Luke has served hundreds of municipalities and schools over the last 12 years, including:

- Mansfield ISD, TX
- City of Irving, TX
- City of Frisco, TX
- Carrollton-Farmers Branch ISD, TX
- McKinney ISD, TX
- City of Mesquite, TX
- City of Cedar Park, TX
- City of Longview, TX
- Leander ISD, TX
- City of Terrell, TX
- County of Grimes, TX

Education and affiliations

- Luke graduated from Ohio University and The Ralph and Luci Schey Sales Center with a Bachelor of Business Administration in 2012.

BIOS

Cory Blanchette

Director of Key Accounts
Gilbert, AZ
+1 440.476.0799
cblanchette@spyglass.net

Cory began his technology expense management career with SpyGlass in 2014. He has embraced working with public sector clients in both the schools and city and county government industries throughout the U.S. Cory has grown with SpyGlass due to his ongoing love for learning and those he works with.

Cory's public sector clients include:

- Frenship ISD, TX
- Madera USD, CA
- Flowing Wells USD, AZ
- City of Union City, CA
- City of Richmond, IN

Education and affiliations

- Cory graduated from Ohio University with a Bachelor of Science, Sports Administration in 2014.

Mikayla Zernic

Director of Key Accounts
Denver, CO
+1 720.593.1718
mzernic@spyglass.net

Mikayla started with SpyGlass in 2016. She has been pivotal in growing strong bonds with public sector clients, including school systems, city and county government, and higher education. While Mikayla is originally from Cleveland, she's now based in Denver and serves clients coast to coast. She serves a vast pool of people, organizations, and high-level clients throughout a wide array of industries to engage them in the SpyGlass process of cost recovery and reduction.

Mikayla's public sector clients span over 200 organizations including:

- City of Flint, MI
- Town of Addison, TX
- City of Universal City, TX
- Southern Humboldt USD, CA
- Sweetwater County SD 2, WY
- Town of Vail, CO
- Mesa County, CO

Education and affiliations

- Mikayla graduated from Ohio University and The Ralph and Luci Schey Sales Center with a Bachelor of Science in Communications Studies in 2016.

BIOS

Chris Box

Senior Account Executive, Key Accounts
Cleveland, Ohio
+1 440.348.9352
cbox@spyglass.net

Chris began his technology expense management career 15 years ago at SpyGlass. Throughout his growth with the company and in his current role, Chris works extensively with public sector clients throughout the country, including school systems, city and county government, and higher education. He has long served Region 14 ESC members, with a current focus on the Houston area.

Chris's public sector clients consist of 400+ organizations, including:

- Region 14 Education Service Center, TX
- Sabinal Independent School District, TX
- City of Nacogdoches, TX
- City of Sugar Land, TX
- Seminole Independent School District, TX
- Crosby Independent School District, TX
- Lorain County Community College, OH
- Town of Paradise, CA
- Albert Einstein College of Medicine, NY
- County of Harnett, NC
- Rutherford County Schools, TN
- City of Redding, CA
- City of Rocky Mount, NC

Education and affiliations

- Chris graduated from Lorain County Community College with an Associate of Arts, and Kent State University with a Bachelor in Business Administration.

Carleigh Walter

Senior Account Executive, Mid-Market
Cleveland, Ohio
+1 216.308.4635
cwalter@spyglass.net

With nearly five years of technology expense management experience at SpyGlass, Carleigh has been an integral part of serving public sector clients. In her current role, Carleigh's focus spans from school systems and city and county government to higher education. From her home base in Cleveland, Carleigh serves clients across the country.

Carleigh has served 55 public sector clients, including:

- City of Reading, PA
- Liberty County Schools, GA
- County of Escambia, AL
- City of Cumberland, MD
- Lakewood City Schools, OH
- McKendree University, IL

Education and affiliations

- Carleigh graduated from Ohio University with a Bachelor of Business in Marketing and Finance, earning a sales certificate in 2019.

BIOS

Jesse Jarvi

Senior Account Executive, Mid-Market
Cleveland, Ohio
+1 440.799.2772
jjarvi@spyglass.net

Jesse began her technology expense management career at SpyGlass in 2020. Since her start as a Business Development Representative, Jesse has advanced into her current role that focuses on personalized public sector client service throughout the country.

Jesse serves 63 public sector schools, city and county government, and higher education clients, including:

- County of Bullitt, KY
- Madison County Schools, MS
- City of Washington Court House, OH
- County of Montgomery, TN
- City of Fountain, CO
- Hardin County Schools, KY
- County of Fayette, TN

Education and affiliations

- Jesse graduated from Ohio University with a Bachelor of Science in Health Services Administration and a minor in Business Administration in 2020.

Appendix B – OMNIA Partners Exhibits

Exhibit B Administration Agreement, Example

SpyGlass reserves the right to negotiate the final terms of the Administration Agreement between itself and Omnia Partners if awarded a Master Agreement.

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

Appendix B – OMNIA Partners Exhibits

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

Appendix B – OMNIA Partners Exhibits

TERMS AND CONDITIONS

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

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

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

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

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

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

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

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ 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.

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

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

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

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

GENERAL PROVISIONS

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

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

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

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

A. OMNIA Partners:

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

B. Supplier:

_____
_____
_____
_____

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

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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

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

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

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

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

Appendix B – OMNIA Partners Exhibits

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.

Appendix B – OMNIA Partners Exhibits

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 Supplier shall not complete the representation at paragraph (d)(1) of this provision if the Supplier 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, Supplier Representations and Certifications-Commercial Items. The Supplier shall not complete the representation in paragraph (d)(2) of this provision if the Supplier has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—
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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 Supplier 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 Supplier 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 Supplier shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Supplier responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Supplier 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 Supplier shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Supplier 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 Supplier has responded "will" in the representation in paragraph (d)(1) of this provision, the Supplier 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 Supplier has responded "does" in the representation in paragraph (d)(2) of this provision, the Supplier shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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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 supplier agree? YES DS LS Initials of Authorized Representative of supplier

(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 Supplier as detailed in the terms of the contract.

Does supplier agree? YES DS LS Initials of Authorized Representative of supplier

(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 supplier agree to abide by the above? YES DS LS Initials of Authorized Representative of supplier

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does supplier agree? YES DS LS Initials of Authorized Representative of

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supplier

(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, supplier certifies that supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does supplier agree? YES LS Initials of Authorized Representative of supplier

(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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does supplier agree? YES LS Initials of Authorized Representative of supplier

(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, Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does supplier agree? YES LS Initials of Authorized Representative of supplier

(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

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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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier 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 supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the supplier will notify the Participating Agency.

Does supplier agree? YES DS LS _____ Initials of Authorized Representative of supplier

(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 supplier 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 supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does supplier agree? YES DS LS _____ Initials of Authorized Representative of supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, supplier

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The supplier further certifies that supplier 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 supplier agree? YES LS _____ Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, supplier 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 supplier agree? YES LS _____ Initials of Authorized Representative of supplier

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, supplier 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 supplier 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: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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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 supplier agree? YES _____ Initials of Authorized Representative of supplier

Supplier's Name: The SpyGlass Group, LLC
Address, City, State, and Zip Code: 25777 Detroit Rd., Ste. 400, Westlake, OH 44145
Phone Number: 440-250-9804
Fax Number: 440-348-5950

Printed Name and Title of Authorized Representative: Larry Seiler
Email Address: lseiler@spyglass.net
Signature of Authorized Representative: Larry Seiler
DocuSigned by: 4261E90F3*164GF
Date: 4/3/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Supplier 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 supplier that are pertinent to supplier'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 supplier's personnel for the purpose of interview and discussion relating to such documents.

Does supplier agree? YES LS (DS) _____ Initials of Authorized Representative of supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

COMMUNITY DEVELOPMENT BLOCK GRANTS

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Appendix B – OMNIA Partners Exhibits

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, Supplier 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, Supplier 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 supplier agree? YES LS Initials of Authorized Representative of supplier

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

Supplier's Name:
The SpyGlass Group, LLC

Address, City, State, and Zip Code:
25777 Detroit Rd., Ste. 400

Phone Number: 440-250-9804 Fax Number: 440-348-5950

Printed Name and Title of Authorized Representative:
Larry Seiler Senior Vice President, Revenue

Email Address:
lseiler@spyglass.net

Signature of Authorized Representative: DocuSigned by: Larry Seiler 4261E90F311646F Date: 4/3/2024

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Appendix B – OMNIA Partners Exhibits

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 STANDARDSACT

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of

amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

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

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties

that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies

available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

Appendix B – OMNIA Partners Exhibits

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

DocuSigned by:
Larry Seiler
4261E90F311648F

Signature of Contractor's Authorized Official

Larry Seiler Senior Vice President, Revenue

Name and Title of Contractor's Authorized Official

4/3/2024

Date

Version January 12, 2024

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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.

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.

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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 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

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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.

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

Supplier's Name: The SpyGlass Group, LLC

Address, City, State, and Zip Code:
25777 Detroit Rd., Ste. 400 Westlake, OH 44145

Phone Number: 440-250-9804 Fax Number: 440-348-5950

Printed Name and Title of Authorized Representative:
Larry Seiler

Email Address: lseiler@spyglass.net

Signature of Authorized Representative: DocuSigned by: Larry Seiler 4261E90F311646F

Date: 4/3/2024

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

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

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

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

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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: The SpyGlass Group, LLC

Organization Address: 25777 Detroit Rd., Ste. 400 Westlake, OH 44145

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
Cozzins Road Partners, LLC	247 East 3rd Ave Columbus, OH 43201
Westlake Ten, Inc	25777 Detroit Road Suite 400 Westlake, OH 44145

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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
N/A	

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):	Larry Seiler	**Title:**	Senior Vice President, Revenue
Signature:	DocuSigned by: Larry Seiler 4261E90F311G46F	**Date:**	4/3/2024

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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, Edward M. DeAngelo (name of affiant) residing in Westlake (name of municipality) in the County of Cuyahoga and State of Ohio of full age, being duly sworn according to law on my oath depose and say that:

I am Co-President (title or position) of the firm of The SpyGlass Group, LLC (name of firm) _____ the bidder making this Proposal for the bid entitled Region 14 ESC RFP 24-S866 (title of bid proposal), and that I executed the said proposal with 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 Region 14 _____ 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 The SpyGlass Group, LLC.

Subscribed and sworn to

before me this day

Signature

APRIL 3, 2024

EDWARD M DEANGELO
(Type or print name of affiant under signature)

JONATHAN SUNTALA
Notary public of

My Commission expires _____

(Seal)

Jonathan Suntala
Notary Public, State of Ohio
Commission #: 2021-RE-840620
My Commission Expires 11-19-26

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: The SpyGlass Group, LLC

Street: 25777 Detroit Rd., Ste. 400

City, State, Zip Code: WEstlake, OH 44145

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)

SpyGlass recognizes the importance of required affirmative action evidence due to our work with 115 public sector clients throughout New Jersey. We will address affirmative action requirements at the time of contract award.

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.

4/3/2024

Date

DocuSigned by:
Larry Suter
4261E90F311648F...

Senior Vice President, Revenue

Authorized Signature and Title

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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	THE SPYGLASS GROUP LLC
Trade Name:	
Address:	25777 DETROIT ROAD STE 400 WESTLAKE, OH 44145
Certificate Number:	1834226
Effective Date:	November 12, 2013
Date of Issuance:	June 30, 2022

For Office Use Only:

20220630090238477

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
THE SPYGLASS GROUP LLC

TRADE NAME:

ADDRESS:
2001 CROCKER RD STE 200
WESTLAKE OH 44145

SEQUENCE NUMBER:
1834226

EFFECTIVE DATE:
11/12/13

ISSUANCE DATE:
11/12/13

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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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.

Appendix B – OMNIA Partners Exhibits
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."

Appendix B – OMNIA Partners Exhibits

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.

Part I – Vendor Information

Vendor Name:	The Spyglass Group, LLC		
Address:	25777 Detroit Rd., Ste. 400		
City:	Westlake	**State:** OH	**Zip:** 44145

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.

DocuSigned by:
Larry Seiler
4261E90F311646F

Signature | Larry Seiler – Printed Name | Senior Vice President, Revenue – 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
			$
N/A			

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

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Appendix B – OMNIA Partners Exhibits

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.

Appendix B – OMNIA Partners Exhibits

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: Cozzins Road Partners, LLC Home Address: 247 East 3rd Ave Columbus, OH 43201	Name: Home Address:
Name: Westlake Ten, Inc Home Address: 25777 Detroit Road Suite 400 Westlake, OH 44145	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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Appendix B – OMNIA Partners Exhibits

DOC #6

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

[X]

OR

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

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Larry Seiler	DocuSigned by: Larry Seiler 4261E90F311048F
Printed Name of Authorized Agent	*Signature of Authorized Agent*
Senior Vice President, Revenue	4/3/2024
Title	*Date*
The Spyglass Group, LLC	
Company Name	

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Appendix B – OMNIA Partners Exhibits

DOC #7

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

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

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

Appendix B – OMNIA Partners Exhibits

DOC #8

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Appendix B – OMNIA Partners Exhibits

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

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

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

DocuSigned by: Larry Seiler
4281E60F311848F...

Signature 4/3/2024 **Date**

Larry Seiler Senior Vice President, Revenue

Print Name and Title

Version June 16, 2023

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT “C”

Snapshot Audit Agreement

and

Letter of Agency

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between _____ _____ ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the _____ without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Auditor agrees that Company is utilizing OMNIA Contract # 157548 for this engagement. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	**AUDITOR**
_____	The SpyGlass Group, LLC
Signature:_____	Signature:_____
Print Name: _____	Print Name: Edward M. DeAngelo
Date:_____	Date:_____

Letter of Agency – Authorization to Access
Telephone Provider Records

By signing this letter below, I am giving authorization to The SpyGlass Group, LLC and its affiliates (a) to access any and all customer service records, account information, contracts, long distance carrier information, pending order activity and/or any other information relevant to my local or long distance telecommunications service (voice or data), and (b) to establish electronic or online access to any billing for such service, if not already established, or if already established, to be provided login information for such electronic or online access. At SpyGlass' request, I give authorization to Provider to transmit customer service records and any requested documentation via email, fax to 440-348-9355 or mail to The SpyGlass Group, LLC, 25777 Detroit Rd., Ste. 400, Westlake, Ohio 44145. I represent that I have the authority to execute this form and grant this permission and I hereby desire for SpyGlass to be added as an authorized point of contact (POC) for these accounts. This permission shall remain in effect until I affirmatively revoke it. If I withdraw the authorization set forth in this Letter, I will notify Provider immediately in writing.

Client Information:
Employee's Name: _____
Company Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____

Provider Information:
Provider Name: _____
Account Number (s): *(SpyGlass will complete this field)*

Client Authorized Signature: _____

Date: _____

File Attachments for Item:

13. Discussion - Animal Control (Council Member James Carter)

FLK/aj
08/16/2022

CITY COUNCIL RESOLUTION NO.: 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE *AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES* WITH THE LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to engage the Lake City – Columbia County Humane Society, Inc. (hereinafter the "Humane Society") to perform animal control and animal care services for and on behalf of the City; and

WHEREAS, the Humane Society provides animal control and animal care services, including adoptions, to lost and abandoned animals throughout Lake City and Columbia County; and

WHEREAS, the City and the Humane Society desire to memorialize their respective responsibilities in the attached *Agreement for Animal Control and Animal Care Services* (hereinafter the "Agreement"); and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to enter into the Agreement with the Humane Society pursuant to and in accordance with the terms, provisions, conditions, and requirements of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and the Humane Society shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 6th day of September 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

CONTRACT #

2022-094

AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES

THIS AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES is entered into this 19th day of September, 2022, by and between **CITY OF LAKE CITY,** a municipal Corporation of the State of Florida, whose mailing address is 205 North Marion Street, Lake City, Florida 32055, (herein "City"), and the **LAKE CITY-COLUMBIA COUNTY HUMANE SOCIETY, INC.**, a Florida nonprofit corporation, whose mailing address is 1392 NW Shelter Glen, Lake City, Florida 32055, (herein "Contractor").

RECITALS

WHEREAS, City desires to engage Contractor to perform animal control and animal care services for and on behalf of the City under the terms of this Agreement;

WHEREAS, Contractor is a humane society providing animal control and animal care services, including adoptions, to lost and abandoned animals throughout Lake City and Columbia County;

WHEREAS, City has enacted Ordinances relating to the regulation and control of animals within the City;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and accepted by the parties.

2. **Term**. The term of this contract shall be effective as of September 1, 2022 and shall continue for two (2 years) until August 31, 2024, unless terminated as provided herein. This contract may be terminated by either party with or without cause.

3. **Services Provided**.

   a. **Animal Control Services.** Contractor shall provide reasonable animal control services for and on behalf of the City, during the term of this contract. All services shall be provided in accordance with and subject to Florida Statutes and the City's Ordinances as may be amended from time to time, and other applicable local, state and federal laws, regulations and rules.

   b. **Animal Care Services.** Contractor provides animal care services to lost and abandoned domestic animals throughout the City. The City recognizes the public importance of making animal care services available to the people of the City, and the Contractor agrees to continue providing this public service for the citizens of the City as further performance of this Agreement. For purposes of this Agreement, Animal Care Services shall include providing for the adoption of lost or abandoned domestic animals; the provision of necessary veterinary care (including immunization and spay/neutering); housing and feeding all non-

Animal Control animals in the custody of the Contractor; transporting animals in the non-Animal Control in the custody of the Contractor; and providing salary and benefits to those employees of the Contractor charged with providing care to animals.

4. **Compensation**. For Contractor's performance of this Agreement City shall pay to Contractor:

   a. **Animal Control Services.** The City shall pay $11,500 per month beginning with the month of September 2022 and ending with the month of August 2024 for provision of all Animal Control Services by the Contractor to the City. Animal Control Services are further described on Exhibit "A" attached hereto. In the event this contract is terminated, the monthly amount shall be prorated as of the effective date of termination. Contractor shall be responsible for all salaries, wages, costs, and expenses incurred by or through Contractor in the performance of its obligations herein described. Nothing herein shall prevent the Contractor from requesting additional upward adjustments as may be required by increases in operating costs, including but not limited to increases in minimum wages, energy costs, and insurance incurred by the Contractor in fulfillment of this Agreement.

   b. **Animal Care Services.** The City shall pay $3,500 per month beginning with the month of September 2022 and ending with the month of August 2024 for provision of all Animal Care Services by the Contractor to the City.

5. **Independent Contractor**. The Contractor's relationship to the City shall be that of an independent contractor. Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.

   All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state or local law to perform such services. All personnel of Contractor shall be properly trained and supervised in accordance with the requirements of Section 828.27, Florida Statutes, and other applicable local, state and federal laws, regulations and rules. Any person employed by Contractor as an animal control officer as defined by Section 828.27(1)(b), Florida Statutes, shall meet the training requirements and be certified as required by Section 828.27(4)(a), Florida Statutes.

   It is the intent of the parties hereto that, for purposes of any defense of sovereign immunity, that the Contractor is acting as an agency or instrumentality of the City as defined in Fla. Stat. Sec. 768.28 for purposes of provision of Animal Control services within the jurisdictional limits of the City of Lake City, Florida, and, as such, shall be entitled to assert that defense to the same extent as the City. This provision shall not be construed as creating any indemnity obligations among or between the parties other than

as provided herein.

6. **Subcontracting**. None of the services Contractor is required to provide the City under the terms of this contract may be subcontracted without the prior written consent of the City.

7. **Insurance**.
   a. Contractor shall maintain during the term of this contract standard commercial liability insurance in an amount no less than One Million Dollars per occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as for claims of property damages which may arise from any operations or services provided under this contract, whether such actions be by the Contractor or by anyone directly employed by or contracting with the Contractor.

   b. Contractor shall maintain during the term of this contract comprehensive automobile liability insurance in an amount no less than One Million Dollars combined single limit for bodily injury and property damage liability to protect Contractor from claims for damages or bodily injury, including the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

   c. Contractor shall maintain during the term of this contract adequate workers' compensation insurance in at least such amounts as are required by the law for all its employees as required by and pursuant to Florida Statutes, Chapter 440.

   d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish certificates of insurance to the City prior to the commencement of operation. All insurance to be maintained by Contractor shall specifically include the City as an "additional insured" for the vicarious liability resulting from the conduct of the Contractor and others employed or utilized by the Contractor in the performance of the services. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this contract.

8. **Indemnification.** The Contractor shall defend, indemnify and hold harmless the City, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. This paragraph shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Notwithstanding anything else in this contract to the contrary, nothing in this contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the

City.

9. **Nondiscrimination**. The Contractor agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination. Any violation of such provision shall constitute a material breach of this contract.

10. **Enforcement Fees and Costs**. If any legal action or other proceeding is brought for the enforcement of this contract, or because of alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees, court costs, and all reasonable expense even if not taxable by the Court as court costs (including, without limitation, all reasonable fees, costs and expenses incident to appeals), incurred in that action or proceeding in addition to any other relief by which such party or parties may be entitled.

11. **Controlling Law**. This contract is to be governed by the laws of the State of Florida and sole and exclusive venue for any legal action shall be the state courts of Columbia County, Florida. Each party waives its right to any other venue.

12. **Amendment**. This contract constitutes the entire agreement between the City and Contractor, and all negotiations and oral understandings between the parties are merged herein. This contract may be supplemented and/or amended only by a written document executed by both the City and Contractor.

13. **Non-assignability**. Neither party shall assign any rights or delegate any duties arising under this contract without prior written consent of the other party.

14. **Severability**. If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

15. **Miscellaneous**.

    a. Annually and at Contractor's expense, Contractor shall provide City an independent auditor's compilation of its financial statements. This will include, but is not limited to, the Contractor's balance sheet and revenues and expenses. The compilation shall be prepared and submitted to the County no later than 150 days following the close of the Contractor's annual accounting period of December 31st .

    b. Contractor shall comply with the minimum standards of operation as shown on Exhibit "A" attached hereto.

16. **E-Verify.** Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

    Failure of Contractor to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, Contractor must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by Contractor may not be awarded a public contract for a period of ONE (1) year after the date of termination.

17. **Public Records.** Contractor shall comply with all public records laws.

IF CONTRACTOR, HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

a. Contractor shall comply with public records laws, specifically Contractor shall:

    (1) Keep and maintain public records required by the City to perform the services.

    (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

    (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.

    (4) If Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise

not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that Contractor claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(5) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(6) Failure of Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

18. **Annual Appropriation.** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The parties hereto understand that this Agreement is not a commitment to future appropriations. Authorization for continuation and completion of services and payment associated with the services may be rescinded with sixty (60) days advance written notice, or the elimination of appropriations.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

LAKE CITY HUMANE SOCIETY, INC.

By: _____
Print: Keith Williams
Title: President

By: _____
Print: Laura Hunter
Title: Vice-President

Exhibit A

Minimum Standards of Operation

OBJECTIVE OF ANIMAL CONTROL SERVICES

To protect the safety of the public and of property through the enforcement of animal control regulations and to improve the quality of life for City of Lake City residents and their pets.

The City provides for Animal Control services through a contractual relationship with the Contractor. The purpose of this document is to set forth a clear, concise set of policies and procedures. The City provides funding to the Contractor for expenses incurred to enforce local laws and regulations related to dogs, cats, and other domesticated animals in the incorporated area of the City of Lake City, Florida.

The Contractor and its employees are independent contractors and not employed by the City.

SCOPE OF SERVICE

Animal Control enforcement will include services related to:

STRAY DOMESTIC ANIMALS
CONFINED STRAY DOGS OR CATS
DOMESTIC ANIMALS CREATING A NOISE DISTURBANCE
DOMESTIC ANIMAL BITES including rabies reports (in conjunction with Environmental Health)
ANIMAL CONTROL VIOLATIONS AS PROVIDED BY STATE LAW OR LOCAL ORDINANCE
DANGEROUS DOGS AS DEFINED BY STATE LAW
ANIMAL CRUELTY AS DEFINED BY STATE LAW
ABANDONMENT IN ACCORDANCE WITH STATE LAW
INJURED OR SICK ANIMALS
CONFINED OWNER/DECEASED OWNER
COURT APPEARANCES

POLICIES

1. **CALLS FOR SERVICE**: Contractor shall answer all Animal Control calls for service in accordance with these standards during regular business hours Monday – Friday between the hours of 10:00am and 5:00pm, excluding Federal holidays. Contractor provides after-hours emergency service via an answering service. An Animal Control Officer will be available 24 hours a day to handle emergency calls.

2. **TRAINING**: Contractor will provide certified Animal Control Officers in accordance with F.S. 828.27(4) which requires animal control officers to successfully complete 40-hour minimum standards training course and an additional 4 hour of training every 2 years. They will be empowered to enforce all state and local laws pertaining to the proper care, treatment, and control of animals.

3. **REPORTING**: Contractor will provide service reports to the City as requested. Contractor maintains a computer data base for all calls for service and Animal Control activities and this database can be queried. Contractor will provide a response back to every complainant. Contractor will provide the City a monthly report on all animal control activities, including citations issued and their resolution.

4. **IDENTIFICATION**: Animal Control officers will dress appropriately for personal safety and to project a positive image for the City. Animal Control Officers shall carry identification and badges while in the field. Any other Contractor employee operating in the field pursuant to this Agreement will carry appropriate identification. Animal Control Officers should have a working knowledge of animal control issues in order to adequately provide assistance to the public.

5. **RESPONSE TIME**: Contractor is expected to answer all phone calls and to respond to all calls for service in a timely manner. Animal Control complaints will be disbursed based on information provided at the time a complaint, concern, or request for service is received. Based on the information provided each call will be assigned a priority response level conducive with following:

    a. Priority Response Level 1 – Contractor shall provide Immediate Response, defined as being within one hour of the time of receipt of a complaint, to any Public or Animal Safety Issue. Public or Animal Safety issues include an aggressive attack or bite incident in progress; a stray dog or dogs on school or daycare property within the City; and response to Law Enforcement, Fire, EMS calls when so requested by an on-scene first responder. An animal control officer on duty and dispatched or receiving a Priority Response Level 1 call shall respond within the prescribed time. Response time includes drive time.

    b. Priority Response Level 2 Contractor shall respond within 24 hours to complaints relating to an aggressive attack not then in progress, abandonment or cruelty to animals, confined strays, sick or injured animals, trap service, strays or at–large animals, barking, and vaccination follow up.

    c. Priority Response Level 3 – For any call for services that is not Priority Response Level 1 or Level 2, the Contractor shall respond based upon availability as determined by the Contractor. Owner surrenders on a pick-up basis and trapping set-up and retrieval services as provided for herein shall be handled as Priority Response Level 3 calls.

6. **TRAP SERVICES**: Contractor shall provide a trap service for stray domestic animals. Contractor shall set and retrieve traps for senior citizens, disabled persons, and businesses as a Priority Response Level 3 call. The Contractor may offer this on-site service to others depending upon availability of equipment and resources. The Contractor will check all traps set on not less than a daily basis and will immediately address any calls from citizens or businesses where a trap has been placed. Additionally, the Contractor

shall provide the public with the opportunity to check out traps for short-term use from the Contractor when traps are not otherwise in use pursuant to this Agreement. This service shall be offered for stray or feral cats only. Contractor shall accept any cats trapped and returned inside the trap to the Contractor. When traps are unavailable the Contractor shall maintain a waiting list for trap checkout and shall notify those on the waiting list as soon as traps are available for checkout. An Animal Control Officer shall explain the rules for using a trap prior to checking out any trap for use. All traps that are checked out to the public will need to be returned not later than Friday of the week in which they are checked out by 4pm. The Contractor may charge a reasonable rental fee as approved by the City for checking out traps. Traps shall not be checked out during times of impending disasters (i.e. hurricanes, tropical storms, etc.) or weekends or holidays, and the public shall be instructed by the Contractor to refrain from using traps during these times.

7. **OWNER SURRENDER**: Contractor shall provide for owner surrender of animals at the Contractor's shelter and may charge a $60.00 fee for this service. Contractor may set reasonable hours for owner surrenders to take place, but in no event shall it arbitrarily restrict or overburden the process of an owner voluntarily surrendering any animal to the Contractor. When so requested by the County or a member of the public, Contractor shall provide for on-site owner surrender on a Priority Response Level 3 basis where it appears the owner surrendering the animal is a disabled person or senior citizen.

8. **EQUIPMENT**: Contractor shall be responsible for any equipment necessary for the humane performance of all animal control duties hereunder. While response to an animal-related situation must be governed by the nature or emergency of the circumstance, Contractor personnel shall proceed at all times in a safe manner so as not to risk injury to the public. Animal Control Officers are not authorized to bear arms or make arrests.

9. **DEMEANOR**: City expects the Contractor's employees to be courteous and non-argumentative with the public regarding calls for service or performance of duties hereunder. Animal Control Officers will respond to the complaints reported and shall promptly and professionally assist in accordance with these standards.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**: The Contractor shall ensure that its policies and procedures are in compliance with applicable local, state laws and regulations.

11. **COURT OR MAGISTRATE PRESENTATION**: The Contractor's Animal Control Officers shall appear and present cases before a Court or magistrate with appropriate jurisdiction whenever required by the City or subpoenaed to do so. The Contractor's Animal Control Officers will conduct themselves in a professional manner and always speak the truth and present factual information. The Contractor understands that the City may elect to amend its Ordinances while this Agreement is in effect to vest the magistrate with jurisdiction over these cases, and the Contractor shall not object to presenting cases before that magistrate.

12. **DUE PROCESS**: It shall be the policy of the City and Contractor alike to ensure that all citizens' civil and Constitutional rights are protected by the provision of due process in all aspects of Animal Control. The Contractor shall ensure its employees are familiar with due process concepts and understand their limitations when addressing animal control complaints on private property. When a citizen identifies another citizen as an alleged violator of any animal control ordinance, rule, law, or regulation, the Contractor's Animal Control Officer may approach the alleged violator and make it known that the Contractor has received complaints of such violations and that enforcement campaigns may follow until such violations are resolved.

13. **ON CALL OFFICER**: An On-Call Officer shall respond to any emergencies reported after normal business hours and relating to complaints affecting public health, safety, or well being. The On Call Officer shall respond according to the Priority Response Level assigned to the call as set forth above.

14. **ANIMAL RELEASE DATES**: The Contractor shall comply with existing ordinances regarding stray or nuisance Animals. Furthermore, the Contractor shall hold an animal not claimed by an owner for up to seven (7) business days (except legal holidays) and not counting the day of impoundment as the first day. After this holding period, the animal shall become the property of the Contractor and is no longer an Animal Control issue, nor shall Animal Control funds be applied to the care or custody of the animal. Any owner of a healthy domestic animal that has been impounded for any reason other than a pending cruelty, dangerous dog, or rabies investigation shall be entitled to have the animal returned only after all impounding fees have been paid and after providing proof of current rabies vaccination by a licensed veterinarian. Any domestic animal that is under rabies observation will not be returned to its owner prior to the expiration of the prior provided by Florida Law, which is 10 days at the time of the parties' Agreement. The owner claiming an animal shall be responsible for all impounding fees incurred and shall pay same at the time the animal is returned regardless of the reason for impoundment. The Contractor shall comply at all times with statutes concerning dangerous dogs, specifically Florida Statutes section 767.12.

CM/rrp
08.15.2024

RESOLUTION NO 2024 – 093

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE ANIMAL CONTROL AND ANIMAL CARE SERVICES AGREEMENT FOR ANIMAL CONTROL AND CARE SERVICES WITH THE LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY, INC, A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") and the Lake City - Columbia County Humane Society, Inc. (the "Agency") are parties to that certain Animal Control and Animal Care Services Agreement dated September 19, 2022 (the "Original Agreement"); and

WHEREAS, the Original Agreement may be amended to adopt relevant and timely terms concerning, among other things, compensation; and

WHEREAS, the City and the Agency mutually desire to amend the terms of the Original Agreement to extend its term and to provide for new rates of compensation by the City to the Agency pursuant to that certain Amendment to the Animal Control and Animal Care Services Agreement ("Agreement") in the form of the Exhibit attached hereto (the "Amendment"); and

WHEREAS, approving the Amendment is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Amendment is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Amendment; and

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this 3rd day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF LAKE CITY AND
LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY

This Amendment to the Agreement for Animal Control and Animal Care Services (the "Agreement") is made by and between the City of Lake City, Florida (the "City"), 205 North Marion Avenue, Lake City, Florida 32055, and Lake City-Columbia County Humane Society, Inc. (the "Agency"), 1392 NW Shelter Glen, Lake City, Florida, 32055.

WHEREAS, the City and the Agency did enter into an Agreement on September 19, 2022 (the "Original Agreement") for the Agency to provide animal control and care services to the City; and

WHEREAS, the term of said Original Agreement does end on August 31, 2024; and

WHEREAS; the City and the Agency do desire to extend the Original Agreement for twenty-five (25) months, starting September 1, 2024 through September 30, 2026; and

WHEREAS, the Agency proposes that the City shall pay $12,600.00 per month for Animal Control services beginning with the month of September 2024 and ending with the month of September 2026; and

WHEREAS, the Agency proposes that the City shall pay $4,150.00 for Animal Care services beginning with the month of September 2024 and ending with the month of September 2026.

NOW, THEREFORE, for good and valuable consideration, the adequacy, mutual receipt, and exchange of which is acknowledged by the parties hereto, the City and the Agency do agree as follows:

1. The foregoing recitals are adopted as material terms of this Agreement as if fully set forth herein.

2. Paragraph two of the Original Agreement is amended to read as follows:

> **2. Term.** The term of this contract shall be effective as of September 1, 2024 and shall continue for twenty-five (25) months until September 30, 2026 unless terminated as provided herein. This contract may be terminated by either party with or without cause.

3. Paragraph four of the Original Agreement is amended to read as follows:

> **4. Compensation.** For Contractor's performance of this Agreement City shall pay to Contractor:
>
> a. **Animal Control Services.** The City shall pay $12,600.00 per month beginning with the month of September 2024 and ending with the month of September 2026 for provision of all

Animal Control Services by the Contractor to the City. Animal Control Services are further described in Exhibit "A" attached hereto. In the event this contract is terminated, the monthly amount shall be prorated as of the effective date of termination. Contractor shall be responsible for all salaries, wages, costs, and expenses incurred by or through Contractor in the performance of its obligations herein described. Nothing herein shall prevent the Contractor from requesting additional upward adjustments as may be required by increases in operating costs, including but not limited to increases in minimum wages, energy costs, and insurance incurred by the Contractor in fulfillment of the Agreement.

b. **Animal Care Services.** The City shall pay $4,150.00 per month beginning with the month of September 2024 and ending with the month of September 2026.

4. All other terms of the Agreement shall continue in full force and effect.
5. The effective date of this extension shall be the date this extension is last executed by a party hereto.

LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY, INC:

By EXHIBIT-NOT FOR EXECUTION
Its _____
Date: _____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION
Stephen M. Witt, Mayor
Date: _____

EXHIBIT TO RESOLUTION

NOT FOR EXECUTION

AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF LAKE CITY AND
LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY

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b. **Animal Care Services.** The City shall pay $4,150.00 per month beginning with the month of September 2024 and ending with the month of September 2026.

4. All other terms of the Agreement shall continue in full force and effect.
5. The effective date of this extension shall be the date this extension is last executed by a party hereto.

LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY, INC:

Signed by:
By Elizabeth Halloran
8C19C8BA670E4A4...
Its EH
Date: 9/6/2024

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor
Date: 9.3.24