



INVITATION FOR BID
Bid # 2026-S1132

HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

Greene County, NY invites Prospective Bidders to submit sealed bids for the furnishing of all labor and materials necessary for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Sealed bids will be received by Greene County, New York at 411 Main Street, Suite 408, Catskill, NY 12414, Attn: Shaun Groden, County Administrator, on or before **3:00 P.M.** local time **Tuesday, September 8, 2026**, at which time they will be read aloud. Late bids will not be accepted. Electronic and fax submissions will not be accepted.

A copy of this solicitation is available for download at: <https://greenecountyny.gov/category/rfp/>. Copies may also be examined and copies obtained at the Clerk of the Greene County Legislature, 411 Main Street, Suite 408, Catskill, New York, and online at (www.greengovernment.com). The County reserves the right to reject any and all bids received.

Bids must be in a sealed envelope or box and show the Bidder's name, address, and 'Bid # 2026-S1132 – HVAC Products, Installation, Labor Based Solutions, and Related Products and Services' on the cover. Your bid must be manually signed and dated and include all requested information.

Any questions regarding this Invitation For Bid must be directed to:

Craig Seaburg at cseaburg@greenecountyny.gov

No other Greene County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a bidder to any Greene County employee or elected official should be made during this process.

GREENE COUNTY, NY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS; TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF GREENE COUNTY, NY IN ITS SOLE AND EXCLUSIVE DISCRETION.

Release of Bid: August 6, 2026

A. INSTRUCTIONS TO BIDDERS

1. BIDDER'S QUESTIONS

Bidders are reminded to carefully examine the bid and specifications upon receipt. If the Bidder does not fully understand the Invitation For Bid (IFB) or is in doubt as to the County's ideas or intentions concerning any portion of the IFB, any/all questions shall be submitted via email to Craig Seaburg, at cseaburg@greenecountyny.gov by **4:00 p.m. on Monday, August 17, 2026**. Email only. No faxes will be accepted.

No verbal explanation or instructions will be given in regard to the meaning of the specifications during the bid period. If necessary, in Greene County's sole discretion, answers to questions will be provided via addendum, posted to the Greene County website.

2. ADDENDA

Any changes made to this Invitation For Bid will be issued via bid addenda which will be posted to the Greene County website (greenecountyny.gov/category/rfp/) under RFPs, RFQs, and Bidder Information. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be acknowledged on the Certification of Bidder form – Attachment F. Bidders who do not acknowledge all addenda may have their bids rejected.

3. METHOD OF BID

Bidders shall submit the bid on the Attachments included in this IFB and shall submit all other information and materials required by this IFB. A legally authorized representative of the Bidder shall sign the Certification of Bidder Form – Attachment F of this IFB. Bids submitted must use the attached forms and provide the information requested. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Any information considered to be proprietary by a Bidder must be plainly marked as such and may not include pricing.

4. INCURRING COSTS

Greene County is not liable for any costs incurred in replying to this IFB.

5. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Greene County and Participating Public Agencies. Consideration of additional data and information is to be held optional to Greene County, NY however if an award is made, it will be awarded as outlined in item 3. Award under Section D. Award Information.

6. DUE DATE

Sealed bids will be accepted by Greene County Administrator at 411 Main Street, Suite 408, Catskill, NY 12414, until **3:00 P.M. local time, Tuesday, September 8, 2026**. Bidders will submit two (2) original copies of their sealed bid along with one (1) USB drive containing all Bidder's bid documents. All Bids will be reviewed as described in Section D, Award Information. No electronic or fax submissions will be accepted.

Bids shall be submitted in a sealed envelope marked with Bidder's name and return address, addressed as follows:

TO: **SHAUNE GRODEN, COUNTY ADMINISTRATOR
GREENE COUNTY
411 Main Street, Suite 408
Catskill, NY 12414**

On the front of each of the two (2) sealed envelopes write:

**HVAC Products, Installation, Labor Based Solutions, and Related
Products and Services
Solicitation #: 2026-S1132**

Any Bid received by the County after this date and time will not be accepted. Bidders are responsible for ensuring that their bid is received before the deadline.

7. AMENDMENTS TO BIDS

Each Bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. However, no changes to the line-item prices in Bid Form, included as part of this bid, are permitted after sealed bids are accepted by the due date and time outlined in this IFB. Failure of Bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the Bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto, or requests for withdrawal of bid received by Greene County after time specified for opening will not be considered.

8. LATE BIDS

Late bids will not be accepted and will be returned unopened.

9. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from Bidder prior to time and date fixed for bid opening if the Bid contains a mistake, omission, or error. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened, and the Bidder may not re-bid upon this IFB unless no contract is awarded under this IFB and this IFB is re-advertised.

10. BIDS BINDING – 60 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

B. TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

The successful Bidder(s) (the "Contractor(s)") agree to all of Greene County's General Terms and Conditions provided as follows:

With submission of a bid, a Bidder agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to "Contractor", "Bidder", or "Vendor", this shall include the party with whom Greene County, NY has entered into an agreement, as well as any subcontractors whom the Vendor has engaged.

Greene County, NY does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or documents that were not directly issued by the Clerk of the Greene County Legislature. Any Vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from a third party shall not have cause for relief or completion of a contract in accordance with the official documents on file with the Clerk of the Greene County Legislature. Verbal explanations or instructions regarding this bid provided by an employee of Greene County shall be considered informal and will not be binding on the County unless confirmed in

writing as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform bids. Greene County, NY reserves the right to "Revise" or "Amend" the bid specification prior to the bid opening date by "Written Addenda". Prior to submission of a bid, it is the responsibility of each Bidder to become fully familiar with the requirements of this solicitation. No Bidder may plead misunderstanding because of the misinterpretation of estimates, scope of work, or other issues related to this request. It shall be the responsibility of each Bidder to identify any apparent discrepancy in the specifications or question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. Greene County, NY shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall. Greene County, NY will issue no response to any request for clarification received within seven (7) days of the due date.

- (a) Taxes. No charge will be allowed for sales and excise taxes from which the County is exempt. Exemption Certificates will be provided upon request.
- (b) Deviations. Deviations to the specifications must be fully explained, and if judged to be in the best interest of the County, may be accepted at the sole discretion of Greene County, NY.
- (c) Qualifications. Each Bidder must be prepared to present satisfactory proof of ability to successfully complete the requirements of this solicitation. Greene County, NY reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Bidder's facilities and equipment, references or previous contract performance with Greene County, NY or others.
- (d) Non-Discrimination. The successful Bidder agrees to comply with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this bid as well as the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Bidder assures Greene County, NY that in accordance with applicable law it does not and agrees that it will not discriminate in any manner on the grounds of race, color, gender, or national origin.

2. INSURANCE

i. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

ii. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence/\$3,000,000.00 aggregate and naming the County of Greene, NY as an additional insured, on a non-contributory basis with waivers of subrogation, for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from

property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of New York and Employers Liability of \$1,000,000 per occurrence or disease. Policy should not exclude coverage for Claims by employees doing the work, usually called an 'action over' exclusion or Endorsement.
4. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
5. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
6. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

iii. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Greene County so that the County may ensure the financial solvency of the Contractor. At the option of the County, either the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

iv. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- a. Additional Insured Requirement. Greene County, NY its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- e. Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

v. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Greene County, NY and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Greene County, NY.

vi. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Greene County, NY.

vii. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Greene County Administrator, 411 Main Street, Suite 408, Catskill, NY 12414. The County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under New York law.

2. Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of New York. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Greene County. All policies shall be subject to approval by Greene County, NY as to form and content.

3. Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

viii. Verification of Coverage

Contractor shall furnish Greene County, NY with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by the County before any work commences. Greene County, NY reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

ix. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

3. BIDDER SUPPLIED DOCUMENTATION AND MATERIALS; CONFIDENTIALITY

All Bidder-supplied materials, including the Bidder's Bid, become the property of Greene County, NY.

The New York State Freedom of Information Law as set forth in Public Officers Law, Article

6, Sections 84 et seq., mandates public access to government records. However, bids submitted in response to this IFB may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that information submitted in their bids is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its bid:

"NOTICE"

The data on pages ____ of this bid identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the bidder's competitive position.

The bidder requests that such information be used only for the evaluation of the bid but understands that any disclosure will be limited to the extent that Greene County, NY considers proper under the law. If Greene County, NY enters into an agreement with this bidder, Greene County, NY shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.

And

b) clearly identify the pages of the bid containing such information by typing in bold face on the top of each page " *** THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

Greene County, NY assumes no liability for disclosure of information so identified, provided that Greene County, NY has made good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the bid, which is accepted by Greene County, NY except portions "Protected from Disclosure", may become part of any agreement resulting from this IFB.

Bidders may not mark their entire bid as proprietary as bids submitted in response to this IFB become a matter of public record subject to release after Contracts are executed. If a Bidder believes its bid, or parts of its bid, may be exempt from disclosure, the Bidder must specify page-by-page and line-by-line the parts of the bid, which it believes, are exempt. In addition, the Bidder must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s), as stated above. Any unmarked information will be considered public information and released, if requested under the Freedom of Information Act. Price is not confidential and will not be withheld unless Greene County, NY determines that withholding same is necessary to protect Greene County's competitive processes.

Greene County, NY assumes no responsibility for asserting legal arguments on behalf of any Bidder. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of the award, these documents may be made available for public inspection.

4. COOPERATIVE CONTRACT

While this solicitation specifically covers HVAC Products, Installation, Labor Based Solutions, and Related Products and Services to Participating Public Agencies in New York, the awarded Bidder may offer their complete product, service, and solution offering, or balance of line to Participating Public Agencies outside of the state. Greene County, NY as

the Lead Public Agency f/k/a a Principal Procurement Agency, defined in Attachment G, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies in New York and 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. Greene County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment G, or as otherwise agreed to. Attachment G contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public 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, non-profits, and agencies for the public benefit.

OMNIA Partners provides shared services and supply chain optimization to government, education, non-profits and agencies for the public benefit. With corporate, pricing and sales commitments from the Bidder, OMNIA Partners provides marketing and administrative support for the Bidder that directly promotes the Bidder's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a statewide or 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 Bidder benefits from a master contract awarded by a lead government agency that generally allows Participating Public Agencies to directly purchase goods and services without the Bidder's need to respond to additional competitive solicitations. As such, the Bidder must be able to accommodate a regional, statewide or national demand for services and to fulfill obligations as a regional, statewide or nationwide Bidder and respond to the OMNIA Partners documents (Attachment G).

While no minimum volume is guaranteed to the Bidder, the estimated annual volume of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$150M. This projection is based on the current annual volumes among the Greene County, 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 Bidder and OMNIA Partners.

The successful Bidder will be required to sign Attachment G – Requirements for Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Bidders should have any reviews required to sign the document prior to submitting a response.

Notwithstanding the foregoing, Greene County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

C. HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES SPECIFICATIONS

The requirements identified in this section represent the products and services currently being used and are the basis for the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by Greene County, NY.

1. DESCRIPTION OF WORK

Bidders that are qualified are expected to propose the broadest possible selection of HVAC products, installation, labor-based solutions, and related products and services that they offer commercially. The intent of this IFB is to provide Participating Public Agencies with turn-key solutions to meet their HVAC needs. Therefore, the Bidder must demonstrate that it has sufficient experience in providing and installing HVAC products and services as described in item b. Qualifying Bidders under Section 3. Award Information. Greene County, NY reserves the right to accept or reject any or all balance of line items offered.

The Bidder must demonstrate in the bid that it satisfactorily possesses the necessary qualifications to Greene County, NY and Participating Public Agencies as further described in Section C. HVAC Products, Installation, Labor Based Solutions, and Related Products and Services Specifications. The Master Agreement shall be available to Participating Public Agencies who wish to purchase HVAC products separately, installation services separately, or any combination of products and services together.

Although this section reflects the needs and requirements of Greene County, NY, OMNIA Partners Participating Agencies may have different requirements. OMNIA Partners participants may sign a supplemental or usage agreement with the awarded supplier(s) substantially based on the terms and conditions of the Greene County contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

2. HVAC PRODUCTS AND SERVICES

HVAC Equipment and Products: This includes, but is not limited to, all commercial equipment such as chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; automation equipment; parts and aftermarket products and any other HVAC products offered by Bidder.

Installation and Services: This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Bidder.

Related Products, Solutions, and Other Services: This includes, but is not limited to, new, and/or retrofitting older products and solutions, HVAC equipment controls, ancillary services, thermostats, sensors, energy programs, design and analysis tools, commissioning, building management and/or certifications, enterprise management, rental and lease services, financial services, training and/or educational services, municipal services, and any other related products and services offered by Bidder.

3. TERM

Contract Period: Contract(s) awarded as a result of bids submitted under this Invitation For Bid shall extend from the date of award for a period of three (3) years.

Contract is renewable, at the sole option of Greene County, NY. However, the total duration of the contract, including the exercise of any options, shall not exceed five (5) years (initial three (3) year period and two (2) additional one (1) year periods). Awarded Bidder and Participating Public Agencies may initiate contracts or enter into local "service" agreements accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Master Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years. Agreements for projects initiated on or before the end date of the Master Agreement shall remain in effect until the project completion date or as established and agreed to by the awarded Bidder and Participating Public Agency. Terms and conditions set forth in the Master Agreement shall continue to be applicable for contracts executed on or before the end of the contract term.

Greene County, NY may terminate the Master Agreement without penalty due to the non-appropriation of funds, or for cause or convenience in accordance with the procedures set forth in the Master Agreement.

The resulting Master Agreement shall be governed by the state in which the Participating Public Agency is based. Participating Public Agencies commonly require a modification to a term of the Contract. The awarded Bidder and Participating Public Agencies may agree to modify terms on any specific purchase by a Participating Public Agency without being in conflict with the Contract.

3. PRICING

Pricing for all products and services that Bidders intends to provide must be addressed through an auditable pricing mechanism. The pricing submitted must be inclusive of all fees, service charges, freight/shipping charges, any other cost factors, if applicable. When a percent discount for products or co-efficient pricing is being utilized, the discount or co-efficient should remain fixed for the term of the Master Agreement. The Awarded Bidder(s) agree to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Greene County, NY such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s). Greene County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Greene County. Requests for any such change must be received in writing by the Greene County Purchasing Department thirty (30) days prior to end of the first 12-month period. All price reductions at the manufacturers or distributors' level shall be reflected in a reduction of the contract price(s) to Greene County, NY retroactive to the effective date of the price reduction(s).

A. LABOR RATES

Provide classifications of labor with billable rates for each of the regions identified in the Attachment A- Bid Form. Bidder's office(s), territories or district(s) along with any sub-office pricing as required.

- Refer to Attachment A- Labor Wage Classification Definitions. Bidders are to

submit Attachment B- Labor Rates Bid Form. Bidders should provide only the labor classifications that they will utilize under a resulting Master Agreement and mark unused lines as N/A.

- Labor rates should be based on prevailing wages for the specified region/area in New York, regional and/or national rates.
- Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each Bidder shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the Bidder's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classifications shall be provided in the Bidder's response.

B. ALTERNATIVE COSTING METHOD

If a project requires goods and services that are not covered in the pricing schedule or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the successful Contractor may use the alternative costing method as follows:

- i. If a project requires products, services, and solutions that are not covered by the successful Contractor's pricing options listed above, the Contractor may choose to work with the Participating Public Agency and obtain written cost proposals from local providers; three (3) written cost proposals from local providers are recommended but Participating Public Agencies may approve differing or additional requirements. The successful Contractor is to use the most advantageous cost proposal. All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the successful Contractor.
- ii. The successful Contractor may choose to use RSMeans; when doing so, the unit prices established for the contracts shall be specified by the latest version of the RSMeans Construction Procurement Catalog (Unit Price Book "UPB"); the UPB utilized by the awarded Contractor(s) is hereby incorporated by reference into this solicitation. For Bidders submitting a coefficient, Normal Working Hours (7:00 am – 6:00 pm, Monday- Friday) and Non-Normal Working Hours (6:00pm – 7:00 am, Monday-Friday, Weekends and Holidays).
 - a. Bidder is to provide the following as part of their bid, should they choose to utilize alternative pricing methods: a NY state co-efficient for standard and non-standards hours, other applicable co-efficient (for specific regions within NY or for other states that the Offeror may choose to do business in), and/or markup percentages for non-pre-priced solutions.
- iii. Bidder may propose cost multiplier(s) to be used for any/all of the nine (9) regions in New York which Bidder proposes to provide services in. The eight (8) regions and one (1) statewide region is further defined in Section D. Award Information, subsection 3. Award.

C. PRICE LIST FOR PRODUCTS AND SERVICES

Bidders are encouraged to provide a complete line of HVAC products and related services. Manufacturer's Price Lists for additional related products including green products. Provide pricing for all products and services being proposed by Bidder:

- Include equipment manufacturers, equipment types and pricing based on a discount from a Manufacturer's Price Lists, other price list/catalogs or based on fixed line-item prices for indefinite quantities. Prices listed will be used to establish the extent

of a manufacturer's product lines, services, warranties, etc. that are available from Bidder and the pricing per item. Multiple percentage discounts are acceptable where different percentage discounts apply, and the different percentages are specified. Additional pricing and/or discounts may be included.

- Include any equipment offerings for new, used, parts, accessories, service and repair, leasing/financing options and provide a pricing structure for each of these items.
- Bidders are encouraged to provide Manufacturer's Price Lists for additional related products as well as current catalogs and price lists. Bidders should include one (1) copy of their price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Refer to Attachment C for information requested.
- Include any additional discounts for volume orders, special manufacturer's offers, total spend programs, etc. in Attachment C, Section B.

Manufacturer's Price Lists shall be the currently published Regional or National Standard Manufacturer's Price Lists. The Bidder's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage. FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID. When award is made, the successful Contractor shall furnish current catalogs and price lists which shall become a part of the contract. The Bidder's name and address shall appear on all catalogs and price lists. Where the price list shows more than one (1) column of prices, Bidder shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the bid form.

4. SPECIAL OFFERS & PROMOTIONS

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

5. FEDERAL FUNDING PRICING

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

AWARD INFORMATION

1. CONDITIONS OF AWARD

All Bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Greene County, NY.

2. RESPONSIBLE BIDDERS

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive bidder. If Bidder does not adequately demonstrate the necessary qualifications, as outlined throughout Section C. HVAC Products, Installation, Labor Based Solutions, and Related Products and Services Specifications, Bidder may be deemed non-responsive and/or not responsible. Greene County, NY reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Greene County, NY and Greene County, NY employees. In addition to the pricing and certification information indicated under item C. Award of this Section, Bidders will submit the following items with their bid:

i. Business History and Contract Information:

1. Include a detailed response to Attachment G, Exhibit A – Contract Requirements, Section 3.0 Supplier Response. These requirements for Cooperative Contract are to be administered by OMNIA Partners, to show proof of organizational capacity, and technical competency.
2. Include a plan to manage the Master Agreement. Explain the ability for staff to operate the HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The plan should include key details, such as:
 - i. Project management procedures and staffing.
 - ii. A detailed organizational chart stating job titles, responsibilities and number of years of experience for each person. Identify all key personnel, and alternates including but not limited to: principals, supervisory staff, and project superintendent to be assigned to the Master Agreement. Key personnel should be on-call at all times, throughout an awarded contract period.
 - iii. Procedures by which key personnel assigned to a potential contract can be reached by the Lead Public Agency prior to and after the Master Agreement has been awarded.
 - iv. Resumes of key personnel identified. (a) Greene County, NY shall be notified in writing, of any change to the list of key personnel identified. This notification must include a current resume of the key personnel's selected replacement. The replacement must meet all experience and other requirements set forth within this document.
 - v. Current customer service/public relations processes, down to the frontline crews and including sub-contractors (if applicable). Include examples of all training provided to your employees.
 - vi. Quality Control Procedures to include process for ensuring quality. State how a plan will be developed for the work performed for Participating Public Agencies. Describe any quality problems your firm has documented in the past five (5) years.

ii. Certifications/Licenses:

1. Evidence of a HVAC or general contractor's license from the State of New York to perform the work as described in this IFB. List the states where other business or contractor licenses are held.

2. Proof of insurance in the form of a letter from the insurance provider stating the provider's commitment to insure the Bidder for the types of coverages or an Insurance Certificate to be in conformance with the types of coverage's noted in the IFB.
 3. A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
- iii. Contractor Integrity and Financial and Organizational Capacity:
1. Proof of performance of similar experience demonstrated by providing a work history that describes their experience in providing labor, supervision, materials, equipment, tools, transport, supplies and installation services for HVAC products, and related services. Bidders must have the following experience and provide evidence of such with their bid: a minimum of five (5) years' experience in North America; have successfully delivered, installed and completed two (2) turn-key HVAC projects for public agencies in the State of New York within the previous twenty (20) months where each of the final contract amounts exceeded One Hundred-Thousand dollars (\$100,000). Bidders shall provide this information in Attachment C - Experience Record, Bidder's shall verify contact information listed with projects in Attachment C is up to date and correct prior to submitting a bid. Greene County reserves the right to check references other than those submitted.
 2. Proof of satisfactorily completing past projects and further demonstration of ability to perform the work properly and expeditiously through the submission of detailed descriptions of the following:
 - a. A detailed description of the products and services offered, how the business functions on a continuing basis (short- and long-term projects), quality of relevant services, steps taken to adhere to project budgets, any problems encountered and how they were handled (if any). Include an explanation of any roof failures and how they were resolved.
 - b. History of customer relationships with previous public sector customers (not including the Federal Government).
 - c. Ability to meet set schedules with minimal disruption in service.
 - d. Safety history record for the past five (5) years.
 - e. Populate the following table, then aggregate the totals for the two (2) cost columns to determine the aggregate change order percentage of bonded public projects performed by the Bidder over the last three (3) years:

Project Number	Bond	Initial Contract Amount	Brief Description of Change Order(s) Where Applicable	Total Cost of Change Order(s) per Bonded Project

3. A thorough discounted-cash-flow analysis of the long-term comparative value between your proposed HVAC/replacement and alternative options, taking into consideration site-specific project conditions including labor rates, building height, project complexities, etc.

4. A description for Bidder's ability to provide integrated project delivery and incorporate various services; installation labor and related equipment and tools; materials; and supervision/construction management, including quality control and close-out procedures. If more than one entity is responsible for fulfillment, describe all checks and balances designed into your delivery process to ensure the interests of all owners and third parties are aligned with those of the Participating Public Agencies, specifically, with their desire to achieve best services at the lowest available cost.
 - a. A description for Bidder's ability to warranty a completed project and to provide ongoing inspections, condition assessments and maintenance services to help ensure its warranted service life. If more than one (1) entity will be responsible for fulfillment, describe all checks and balances designed into your delivery process to ensure the interests of all owners and third parties are aligned with those of the Participating Public Agencies, specifically, with their desire to achieve best services at the lowest available cost.
5. Evidence of financial stability and ability by demonstrating a recent history of financial solvency. Evidence should include the following:
 - a. Financial Statement: Attach a financial statement, independently certified, to at a minimum include:
 - i. Latest balance sheet and income statement (stating the accounting method used) and showing Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); Net Fixed Assets; Other Assets; Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings);
 - ii. Name and address of firm preparing attached financial statement, and date thereof.
 - iii. Whether the Bidder has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify the date, circumstances, and resolution.
 - iv. Whether the Bidder is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify all relevant details.
 - v. Current credit rating information including latest Dun and Bradstreet report.
6. Bonding Capacity: Indicate Bidder's maximum bonding capability. Bidders must be capable of securing a Performance Bond up to \$5,000,000 per project and aggregate program limit of \$30,000,000 to \$150,000,000.00 depending on the number of regions bidders are bidding on. If a bidder is responding to one or two regions (not including region 9), the aggregate bonding program capacity should be at least \$30,000,000.00; for three to five regions (not including region 9), the bidder should have an aggregate bonding program capacity of at least \$90,000,000; for six to nine regions and for all bidders responding on region 9, the aggregate bonding program capacity should be at least \$150,000,000. Bidders are required to provide a signed and notarized statement from a surety company authorized to transact business in at least the State of New York. Bidders are required to provide a signed and notarized statement from a surety company authorized to transact business in the State of New York.

3. **AWARD**

It is the intent of the Greene County, NY to award the Contract to the lowest responsive responsible Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. Greene County, NY reserves the right to make an award as deemed in its best interest, which includes awarding a single bidder to each region, as identified in this IFB; or to award the whole bid, only part of the bid, or none of the bid, based on its sole discretion of its best interest, together with compliance with applicable law. An intent to award will not be made and a contract will not be executed until Greene County, NY at its sole discretion, accepts a bid.

GREENE COUNTY, NY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF GREENE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION. While not all inclusive, the following items may be used when determining if a Bidder is considered responsive and responsible: technical competency, ability to render satisfactory service, past performance, reputation for providing a quality product, public works records, labor standards records, financial ability, bonding, experience in performance of similar work, capacity, and safety and health records.

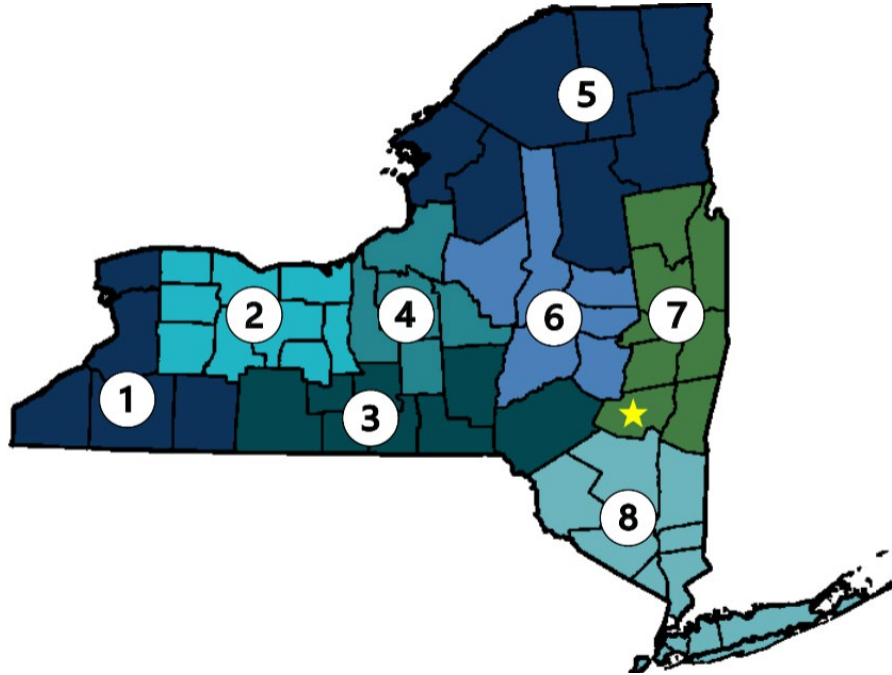
Regional Bid Structure - The State of New York has been divided into nine (9) geographic regions by counties, with Region 9 representing the entire State of New York. Three (3) specific sample projects are provided in Attachment D as well as the Bid Total- Sample Project Forms; these forms are what is used to price each region. Bidders may bid one, multiple, or all nine (9) regions in which they are capable of providing HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for. Bidders should complete Attachment D - Bid Total – Sample Projects Region 1-8 for each region the bidder is intending to submit a bid for. For Region 9, Bidder is to complete the second page, which calculates each of the eight (8) regions for the statewide region, (*i.e. 24 total sample project submissions*).

When submitting a bid for one or more of the designated regions within the State of New York, Bidders should base their pricing on the highest applicable prevailing wage rate among the counties within the region(s) for which they are submitting.

If additional considerations exist that may impact pricing—such as labor market conditions, workforce availability, travel, logistics, or other regional cost factors, Bidders may apply a reasonable multiplier based on the highlighted prevailing wage county within that region. Any such multiplier should be intended solely to account for these regional variables and should be applied consistently across the applicable region.

Awards will be made on a regional basis to the lowest responsive and responsible bidder for the sample projects within each region. Greene County, NY may select a statewide award (Region 9) to the lowest responsive and responsible bidder that submits pricing for all eight (8) geographic regions. The awarded bidder for any region may provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services outside their state territory as allowable and approved by the awarded Contractor and Participating Public Agencies. A bidder responding to any given region must be able to serve that entire region.

When responding to the Sample Project Form, Bidder's are required to USE THE SAME LINE ITEM PRICING from Attachments B and C and apply them to Attachment D; a reduction in price for the sample projects outlined in a Bidder's Sample Project Form will not be allowed. The basis for each regional award will be to the lowest responsive and responsible Bidder based on the combined total price for all three sample projects; the lowest responsive and responsible Bidder for region 9 will be based on the combined total price for all sample projects from the other eight (8) regions from Attachment D.



Regions:

1. **Western New York – Counties:** Niagara, Erie, Chautauqua, Cattaraugus, Allegany
2. **Finger Lakes – Counties:** Orleans, Genesee, Wyoming, Monroe, Livingston, Wayne, Ontario, Yates, Seneca
3. **Southern Tier – Counties:** Steuben, Schuyler, Chemung, Tompkins, Tioga, Chenango, Broome, Delaware
4. **Central New York – Counties:** Cortland, Cayuga, Onondaga, Oswego, Madison
5. **North Country – Counties:** St. Lawrence, Lewis, Jefferson, Hamilton, Essex, Clinton, Franklin
6. **Mohawk Valley – Counties:** Oneida, Herkimer, Fulton, Montgomery, Otsego, Schoharie
7. **Capital District – Counties:** Albany, Columbia, Greene, Warren, Washington, Saratoga, Schenectady, Rensselaer
8. **Hudson Valley, NYC, and Long Island – Counties:** Sullivan, Ulster, Dutchess, Orange, Putnam, Rockland, Westchester, New York (Manhattan), Bronx (The Bronx), Queens (Queens), Kings (Brooklyn), Richmond (Staten Island), Nassau, and Suffolk
9. **State of New York – All Counties include in Regions 1-8 listed above. Utilize New York (Manhattan) when submitting for Statewide.**

Please note the highlighted counties for each region represent the highest prevailing wage rates for that region and shall be used when calculating sample projects within that region.

4. **TIE BIDS**

If two (2) or more Bidders submit identical bids for any of the geographic regions, the decision of the County to make award to one or more of such Bidders shall be final.

5. **NOTICE OF ACCEPTANCE**

Written notice of award to Bidder in the form of a letter and/or purchase order will be mailed to the address shown on the bid and will be considered sufficient notice of acceptance of bid.

6. **PREVAILING WAGE RATES – PUBLIC WORKS AND BUILDING SERVICE CONTRACTS**

If any portion of work being bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

- a. **PREVAILING WAGE RATE APPLICABLE TO IFB** - A copy of the applicable prevailing wage rate schedule is incorporated by reference into the IFB and may be obtained by visiting <https://dol.ny.gov/prevailing-wage-schedules> and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.
- b. **WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** - The wages to be paid under any resulting Contract(s) shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.
- c. **ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** - In compliance with Article 8, Section 220 of the New York State Labor Law:
 - i. **Posting** - The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
 - ii. **Payroll Records** - Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.
 - iii. **Submission of Certified Payroll Transcripts for Public Works Contracts** - Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.
 - iv. **Day's Labor** - No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight

hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

- d. **ARTICLE 9 BUILDING SERVICES CONTRACTS** - In compliance with Article 9, Section 230 of the New York State Labor Law:
- i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.
 - ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

7. REQUIRED COUNTY DOCUMENTS

Bidders will submit Attachment F – Required Documents, with their bid. All documents should be submitted as PDFs. The Required Documents include; Certification of Bidder, Bidders and Vendors Acknowledgement, Certificate of Non-Collusion, Certification of Compliance with the Iran Divestment Act- Authorization to Bid.

8. REQUIRED BID DOCUMENTS

Attachment B- Labor Rates Bid Form

Attachment C- Product Pricing Form

Attachment D- Sample Projects Forms:

Bid Total- Regions 1-8

Bid Total- Region 9 (if applicable)

Attachment E- Experience Record

Attachment F- Required County Documents

Attachment G- OMNIA Partners Exhibits

- Exhibit A- Response for Cooperative Contract (Section 3.0 Supplier Response)
- Exhibit F- Federal Funds Certifications (if applicable)
- Exhibit G- New Jersey Business Compliance (if applicable- only if planning to provide products/services in New Jersey)

Note: If a Bidder requires additional agreements to be signed by Participating Public Agencies, a copy of the proposed agreement must be included with the bid submission.

GREENE COUNTY TITLE VI NOTICE TO PUBLIC

Greene County hereby gives public notice that it is the County of Greene's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Greene County receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Greene County. Any such complaint must be in writing and filed with the County Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained at no cost to the complainant on our website at www.greenegovernment.com or by calling (518) 719-3540.

ATTACHMENT A

LABOR WAGE CLASSIFICATION DEFINITIONS

1. Definitions

Labor Wage Classification Definitions - definitions as used herein for establishing labor rates.
Participating Public Agencies may choose to establish alternative definitions.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsperson who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsperson skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer. An Engineering Designer is not a requirement of this solicitation but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, an Engineering Design may lay out HVAC, plumbing, electrical, structural, or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.

Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who can work on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who can work on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsperson who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsperson who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsperson who installs domestic hot & cold-water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	A Project Engineer is not a requirement but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, a Project Engineer may monitor engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer.

Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsperson who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Water Proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

ATTACHMENT B **LABOR RATES BID FORM**

ATTACHMENT B- LABOR RATES BID FORM

SECTION A *Labor Rates*

Normal business hours are defined as: _____

Overtime hours are defined as: _____

Holiday hours are defined as: _____

For all applicable Labor Classifications defined in Attachment A, using the format below, Bidder shall provide labor rates for the New York regions being bid. Bidder shall provide one (1) form per region unless their labor rates are not changing for each region in which case Bidder. Participating Public Agencies may have differing needs and requirements depending on the scope of their project(s) and region for which prevailing wages are calculated; Participating Public Agencies may determine the appropriate Labor Classifications at their discretion. If Bidder is unable to provide one or more of the Labor Classifications below (either as part of their primary staff or as a subcontractor), Bidder should notate "N/A" in their response. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Item	Labor Classification	Hourly Rate		
		Normal Business Hours	Overtime	Holiday
1	Architect			
2	Asbestos worker			
3	Boilermaker			
4	Concrete finishers			
5	Delivery personnel			
6	Drafting			
7	Drywall and ceiling installers			
8	Electricians			
9	Engineering design			
10	Geothermal well field labor			
11	Heavy equipment operators			
12	HVAC commercial A/C technician			
13	HVAC light commercial			
14	HVAC helper			
15	HVAC field supervisor			

SECTION A

Labor Rates (Continued)

		Hourly Rate		
Item	Labor Classification	Normal Business Hours	Overtime	Holiday
16	HVAC refrigeration technician			
17	HVAC duct installer			
18	HVAC filter technician			
19	HVAC building automation technician			
20	Infrared technician			
21	Insulators			
22	Laborers			
23	Light equipment operators			
24	Metal building assembler			
25	Millwrights			
26	Operating engineer			
27	Painters, wall covering installers			
28	Pipefitters			
29	Plasterers			
30	Plumbers			
31	Project manager			
32	Project administrator			
33	Project engineering			
34	Roofers			
35	Sheet metal workers			
36	Test and balance technician			
37	Tile setters			
38	Water Proofer, caulkers			
39	Water treatment technician			
	<i>Use additional space as necessary to add any additional labor categories.</i>			

Provide ATTACHMENT B- LABOR RATES BID FORM for each New York region that the Bidder is responding to unless Bidder's labor rates do not change.

ATTACHMENT B- - LABOR RATES BID FORM

SECTION B

Additional Costs

INSTRUCTIONS:

Bidder shall utilize net product prices and labor rates listed in this Bid Form to determine cost for installation of new equipment, maintenance of existing systems, upgrading of existing infrastructures, turn-key services and any other installation and services offered. If there are other elements that should also be taken into consideration, Bidder shall list these elements below and any associated pricing. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

[illegible]

ATTACHMENT C
PRODUCT PRICING FORM

SECTION A
Product Pricing

Bidder shall include all product pricing using this format as pricing utilized on this form should be consistent with the individual pricing scenarios that are to be distributed to responsive, responsible, and qualified Bidders. Use additional space as necessary.

MFG Part No.	Product Name	Product Description	List Price	% Discount off List Price	Net Price

ATTACHMENT C- PRODUCT PRICING FORM

SECTION B *Additional Discounts*

Insert additional lines as necessary. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

ADDITIONAL DISCOUNTS/INCENTIVES	COST
Additional Discounts for volume (i.e., price breaks for multiple products/services, etc.)	
	\$
	\$
	\$
	\$
Any additional pricing incentives, discounts, or rebates such as for large volume purchases and services, total spend, etc.	
	\$
	\$
	\$
	\$
Any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e., local city, county, school district, housing authority, transit authority, etc.	
	\$
	\$
	\$
	\$

ATTACHMENT D SAMPLE PROJECTS FORM

BID TOTAL - SAMPLE PROJECTS Regions 1-8

Sample project pages:

Pricing for each scenario must be complete, inclusive all products and services offered for that scenario. The pricing in the bid form is to be the same pricing used in each sample project price. For Bidders responding to more than one region, bidders may indicate varying pricing for different regions as applicable. If the bid form pricing varies significantly for different regions, Bidders should provide multiple bid forms indicating which region that form is applicable to.

Bidders should complete this Attachment D - Bid Total – Sample Projects Region 1-8 for each region the bidder is intending to submit a bid for. For Region 9, Bidder is to complete the corresponding page, which calculates each of the eight (8) regions to total Region 9's Total Price for the statewide region.

PRICE SCENARIOS

Bidder is submitting this price scenario for Region:

Region 1 ☐

Region 2 ☐

Region 3 ☐

Region 4 ☐

Region 5 ☐

Region 6 ☐

Region 7 ☐

Region 8 ☐

Sample Project #	Project Description	Total Price for Sample Project
1	Provide air cooled scroll chiller, installation and maintenance for two (2) years	\$X.XX
2	Provide packaged rooftop air conditioner and installation	\$X.XX
3	Provide indoor air handling unit	\$X.XX
Total for Sample Projects #1-3		\$X.XX

BID TOTAL - SAMPLE PROJECTS **REGION 9**

Region	Total Price for All 3 Sample Projects
1	\$X.XX
2	\$X.XX
3	\$X.XX
4	\$X.XX
5	\$X.XX
6	\$X.XX
7	\$X.XX
8	\$X.XX
Total Price for Region 9 (Total for all Sample Projects for Regions 1- 8)	\$X.XX

Sample Projects

Pricing Scenario #1

Provide Air Cooled Scroll Chiller, Installation and Maintenance for two (2) years

Region # _____, _____ County, NY

Scope of Work Description

PART 1: 1. GENERAL

- 1.01 Summary
 - A. Section includes design, performance criteria, refrigerants and controls requirements for air-cooled scroll compressor chillers.
- 1.02 References
 - A. Comply with applicable Standards/Codes of AHRI 550/590, ANSI/ASHRAE 15, ETL, cETL, NEC, and OSHA as adopted by the State.
 - B. Units shall meet the efficiency standards of ASHRAE Standard 90.1, 2013 and FEMP standard 2012.
- 1.03 Operation and Maintenance Data
 - A. Installation: Install product according to manufacturer's installation instructions over weekend
 - B. Maintenance: Maintain and service product according to manufacturer's recommendations for a period of two (2) years
- 1.04 Submittals
 - A. Submittals shall include the following:
 - 1. Certification of factory-run test of packaged chiller unit signed by company officer.
 - 2. Installation and operating manuals.
- 1.05 Quality Assurance
 - A. Qualifications: Equipment manufacturer must specialize in the manufacture of the products specified and have five years' experience with the type of equipment and refrigerant offered.
 - B. Regulatory Requirements: Comply with the codes and standards specified.
 - C. Chiller manufacturer plant must be ISO Registered.
- 1.06 Delivery and Handling
 - A. Chiller shall be delivered to the job site completely assembled and charged with refrigerant and oil by the manufacturer.
 - B. Comply with the manufacturer's instructions for rigging and handling equipment.
- 1.07 Warranty
 - A. Standard Warranty (Domestic): The refrigeration equipment manufacturer's standard guarantee shall be for a period of one year from date of equipment start-up but not more than 18 months from shipment. The guarantee shall provide for repair or replacement due to failure by material and workmanship that prove defective within the above period, excluding refrigerant.
 - B. 1st Year Labor Warranty: None included

PART 2: PRODUCTS

- 2.01 Unit Description
 - A. Provide a factory-assembled, factory-charged air-cooled scroll compressor packaged chillers in the quantity specified. Each chiller shall consist of hermetic tandem or trio scroll compressor sets

(total four compressors), brazed plate evaporator, air-cooled condenser section, microprocessor-based control system and all components necessary for controlled unit operation.

- B. Each chiller shall be factory functionally-tested to verify operation. Operating controls and refrigerant charge shall be checked for proper operation and optimum performance.

2.02 Design Requirements

- A. Flow Range: The chiller shall have the ability to support variable flow range down to 40% of nominal design (based on AHRI conditions).
- B. Operating Range: The chiller shall have the ability to control leaving chilled fluid temperature from 15F to 65F
- C. General: Provide a complete scroll compressor packaged chiller as specified herein and as shown on the drawings. The unit shall be in accordance with the standards referenced in section 1.02 and any local codes in effect.
- D. Performance: Refer to the schedule of performance on the drawings. The chiller shall be capable of stable operation to a minimum percentage of full load (without hot gas bypass) of 25%. Performance shall be in accordance with AHRI Standard 550/590.
- E. Acoustics: Sound pressure levels for the unit shall not exceed the following specified levels. All manufacturers shall provide the necessary sound treatment (parts and labor) to meet these levels if required. Sound data shall be provided with the quotation. Data shall be in accordance with AHRI Standard 370.

Sound Pressure (at 30 feet)											
63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	Overall dBA	75% Load dBA	50% Load dBA	25% Load dBA
Sound Power											
63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	Overall dBA	75% Load dBA	50% Load dBA	25% Load dBA

2.03 Chiller Components

- A. Compressor
- The compressors shall be sealed hermetic, scroll type with crankcase oil heater and suction strainer. The compressor motor shall be refrigerant gas cooled, high torque, hermetic induction type, two-pole, with inherent thermal protection on all three phases and shall be mounted on RIS vibration isolator pads. The compressors shall be equipped with an internal module providing compressor protection and communication capability.
- B. Evaporator
- The evaporator shall be a compact, high efficiency, dual circuit, brazed plate-to-plate type heat exchanger consisting of parallel stainless steel plates
 - The evaporator shall be protected with an electric resistance heater (heat trace tape) and insulated with 3/4" (19mm) thick closed-cell polyurethane insulation. This combination shall provide freeze protection down to -20°F (-29°C) ambient air temperature.
 - The water-side working pressure shall be a minimum of 653 psig (4502 kPa). Vent and drain connections shall be provided in the inlet and outlet chilled water piping by the installing contractor. Evaporators shall be designed and constructed according to, and listed by, Underwriters Laboratories (UL).
- C. Condenser
- Condenser fans shall be propeller type arranged for vertical air discharge and individually driven by direct-drive fan motors. The fans shall be equipped with a heavy-gauge vinyl-coated fan guard. Fan motors shall be TEAO type with permanently lubricated ball bearings,

- inherent overload protection, three-phase, direct-drive, 1140 rpm. Each fan section shall be partitioned to avoid cross circulation.
2. Coil shall be all aluminum alloy microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Each condenser coil shall be factory leak tested with high-pressure air under water. Coils shall withstand 1000+ hour acidified synthetic sea water fog (SWAAT) test (ASTM G85-02) at 120°F (49°C) with 0% fin loss and develop no leaks.
- D. Refrigerant Circuit
1. Each of the two refrigerant circuits shall include a refrigerant filter-drier, sight glass with moisture indicator, liquid line solenoid valve (no exceptions), expansion valve, and insulated suction line.
- E. Construction
1. Unit casing and all structural members and rails shall be fabricated of pre-painted or galvanized steel to meet ASTM B117, 500-hour salt spray test.
 2. Upper condenser coil section of unit shall have protective, 12 GA, PVC-coated, wire grille guards.
- F. Control System
1. A centrally located weatherproof control panel shall contain the field power connection points, control interlock terminals, and control system. Power and starting components shall include factory circuit breaker for fan motors and control circuit, individual contactors for each fan motor, solid-state compressor three-phase motor overload protection, and inherent fan motor overload protection. Hinged access doors shall be lockable. Barrier panels or separate enclosures are required to protect against accidental contact with line voltage when accessing the control system.
 2. Shall include optional single-point connection to a non-fused disconnect switch with through-the-door handle and compressor circuit breakers.
- G. Unit Controller
1. An advanced DDC microprocessor unit controller with a 5-line by 22-character liquid crystal display provides the operating and protection functions. The controller shall take preemptive limiting action in case of high discharge pressure or low evaporator pressure. The controller shall contain the following features as a minimum:
 2. The unit shall be protected in two ways: (1) by alarms that shut the unit down and require manual reset to restore unit operation and (2) by limit alarms that reduce unit operation in response to some out-of-limit condition. Shut down alarms shall activate an alarm signal.
 3. Shutdown Alarms
 - a. No evaporator water flow (auto-restart)
 - b. Sensor failures
 - c. Low evaporator pressure
 - d. Evaporator freeze protection
 - e. High condenser pressure
 - f. Outside ambient temperature (auto-restart)
 - g. Motor protection system
 4. Limit Alarms
 - a. Condenser pressure stage down, unloads unit at high discharge pressures.
 - b. Low ambient lockout, shuts off unit at low ambient temperatures.
 - c. Low evaporator pressure hold, holds stage #1 until pressure rises.
 - d. Low evaporator pressure unload, shuts off one compressor.
 5. Unit Enable Section
 - a. Enables unit operation from either local keypad, digital input, or BAS
 6. Unit Mode Selection
 - a. Selects standard cooling, ice, glycol, or test operation mode

7. Analog Inputs:
 - a. Reset of leaving water temperature, 4-20 mA\
 - b. Current Limit
8. Digital Inputs
 - a. Unit off switch
 - b. Remote start/stop
 - c. Flow switch
 - d. Ice mode switch, converts operation and setpoints for ice production
 - e. Motor protection
9. Digital Outputs
 - a. Shutdown alarm; field wired, activates on an alarm condition, off when alarm is cleared
 - b. Evaporator pump; field wired, starts pump when unit is set to start
10. Condenser fan control - The unit controller shall provide control of condenser fans based on compressor discharge pressure.
11. Building Automation System (BAS) Interface
 - a. Factory mounted DDC controller(s) shall support operation on a BACnet®, Modbus® or LONMARK ® network via one of the data link / physical layers listed below as specified by the successful Building Automation System (BAS) supplier.
 - b. BACnet MS/TP master (Clause 9)
 - c. The information communicated between the BAS and the factory mounted unit controllers shall include the reading and writing of data to allow unit monitoring, control and alarm notification as specified in the unit sequence of operation and the unit points list.
 - d. All communication from the chiller unit controller as specified in the points list shall be via standard BACnet objects. Proprietary BACnet objects shall not be allowed. BACnet communications shall conform to the BACnet protocol (ANSI/ASHRAE135-2001). A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with the unit submittal.

PART 3: PERFORMANCE

Cooling Capacity 65.1 tons
 Max full load kWt/input 1.2

Evaporator
 LWT.....44 DEG F
 EWT.....54 DEG F
 Max WPD.....17.4 Ft
 FF.....0.0001

Condenser
 Ambient Temp.....95 DEG F
 Elevation.....Sea Level

Electrical.....460/3/60 V/Ph/Hz

Sample Projects

Pricing Scenario #2

Provide Packaged Rooftop Air Conditioner and Installation

Region # _____, _____ County, NY

Scope of Work Description

PART 1: GENERAL

- 1.01 Section Includes:
 - A. Packaged rooftop air conditioners
- 1.02 References
 - A. ARI 340/360 - Unitary Large Equipment
 - B. IBC 2000 – International Building Code
 - C. National Electrical Code.
- 1.03 Operation and Maintenance Data
 - A. Installation: Install product according to manufacturer's installation instructions during normal business hours
 - B. Maintenance Data: Provide instructions for maintenance and service
- 1.04 Qualifications
 - A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience, who issues complete catalog data on total product.
 - B. Startup must be done by trained personnel experienced with rooftop equipment.
 - C. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters and remote controls are in place, bearings lubricated, and manufacturer's installation instructions have been followed.

PART 2: PRODUCTS

- 2.01 General Description
 - A. Furnish a Packaged Heating and Cooling Unit. Unit performance and electrical characteristics shall be per Part 3: Performance.
 - B. The complete unit shall be ETL/CETL listed
 - C. Each unit shall be specifically designed for outdoor rooftop application and include a weatherproof cabinet. Each unit shall be completely factory assembled and shipped in one piece. Packaged units shall be shipped fully charged with Refrigerant 410A and oil.
 - D. The unit shall undergo a complete factory run test prior to shipment. The factory test shall include final balancing of the supply fan assemblies, a refrigeration circuit run test, a unit control system operations checkout, a unit refrigerant leak test and a final unit inspection.
 - E. All units shall have decals and tags to indicate caution areas and aid unit service. Unit nameplates shall be fixed to the main control panel door. Electrical wiring diagrams shall be attached to the control panels. Installation, operating and maintenance bulletins and start-up forms shall be supplied with each unit.
 - F. Performance: All scheduled capacities and face areas are minimum accepted values. All scheduled amps, kW, and HP are maximum accepted values that allow scheduled capacity to be met.
 - G. Warranty: The manufacturer shall provide 12-month manufacturer's standard parts only warranty. Defective parts shall be repaired or replaced during the warranty period at no charge. The warranty period shall commence at startup or six months after shipment, whichever occurs first.

2.02 Cabinet, Casing, and Frame

- A. Panel construction shall be double-wall construction for all doors, side panels and ceiling panels. All floor panels shall have a solid galvanized steel inner liner on the air stream side of the unit to protect insulation during service and maintenance. Insulation shall be a minimum of 1" thick with an R-value of 4.0, and shall be neoprene coated glass fiber. Panel design shall include no exposed insulation edges. Unit cabinet shall be designed to operate at total static pressures up to 5.0 inches w.g.
- B. Exterior surfaces shall be constructed of pre-painted galvanized steel for aesthetics and long term durability. Paint finish to include a base primer with a high quality, polyester resin topcoat of a neutral beige color. Finished panel surfaces to withstand a minimum 750-hour salt spray test without blistering or peeling in accordance with ASTM B117 standard for salt spray resistance when the sample is scribed with an X and sample edges are not protected.
- C. Service doors shall be provided on both sides of the mixing box, filter and DX coil sections. An access door shall also be provided to the fan section, heat section and control box in order to provide user access to unit components. All service access doors shall be mounted on multiple, stainless steel hinges and shall be secured by a latch system. Removable service panels secured by multiple mechanical fasteners are not acceptable.
- D. The unit base shall overhang the roof curb for positive water runoff and shall seat on the roof curb gasket to provide a positive, weather tight seal. Lifting brackets shall be provided on the unit base to accept cable or chain hooks for rigging the equipment.

2.03 Supply Fan

- A. Supply fan shall be a non-overloading, single width, single inlet (SWSI) airfoil centrifugal fan. The fan blade design shall be a double blade with the airfoil geometry, a backward inclined blade fan wheel design will not be acceptable. The fan wheel shall be Class II construction with fan blades welded to the back plate and end rim. The supply fan shall be mounted using solid-steel shafts and wheel hubs with mating keyways
- B. The fan assembly shall have fixed pitched drives with a minimum of two belts. The drives shall be selected with a minimum diameter of 4 inches and a 1.2 service factor. The belts shall be of the grip-notch design.
- C. All fan assemblies shall be statically and dynamically balanced at the factory, including a final trim balance, prior to shipment. All fan assemblies shall employ solid steel fan shafts. Heavy-duty pillow block type, self-aligning, grease lubricated ball bearings shall be used. Bearings shall be sized to provide a L-50 life at 250,000 hours. The entire fan assembly shall be isolated from the fan bulkhead with a flexible collar and mounted on 1" spring isolators.
- D. Fan motors shall be heavy-duty 1800 rpm open drip-proof (ODP) type with grease lubricated ball bearings. Motors shall be premium efficiency. Motors shall be mounted on an adjustable base that provides for proper alignment and belt tension adjustment. Motors shall be suitable for use with a variable frequency drive.
- E. The supply fan shall be capable of airflow modulation from 30% to 100% of the scheduled designed airflow. The fan shall not operate in a state of surge at any point within the modulation range.

2.04 Variable Air Volume Control

- A. An electronic variable frequency drive shall be provided for the supply air fan. Each drive shall be factory installed out of the air stream in a conditioned cabinet. Drives shall meet UL Standard 95-5V. The completed unit assembly shall be listed by a recognized safety agency, such as ETL. Drives are to be accessible through a hinged door assembly. Mounting arrangements that expose drives to high temperature unfiltered ambient air are not acceptable.
- B. The unit manufacturer shall install all power and control wiring.

- C. The supply air fan drive output shall be controlled by the factory installed main unit control system and drive status and operating speed shall be monitored and displayed at the main unit control panel.

2.05 Electrical

- A. Unit wiring shall comply with NEC requirements and with all applicable UL standards. All electrical components shall be UL recognized where applicable. All wiring and electrical components provided with the unit shall be number and color-coded and labeled according to the electrical diagram provided for easy identification. The unit shall be provided with a factory-wired weatherproof control panel. Unit shall have a single point power terminal block for main power connection. A terminal board shall be provided for low voltage control wiring. Branch short circuit protection, 115-volt control circuit transformer and fuse, system switches, and a high temperature sensor shall also be provided with the unit. Each compressor and condenser fan motor shall be furnished with contactors and inherent thermal overload protection. Supply fan motors shall have contactors and external overload protection. Knockouts shall be provided in the bottom of the main control panels for field wiring entrance. A GFI receptacle shall be unit mounted. The receptacle shall require a field power connection independent from the unit's main power block and / or disconnect.
- B. The unit's short circuit resistance rating [SCCR] shall be 10,000 amps.

2.06 Heating and Cooling Sections

- A. The direct expansion (DX) coil section shall be installed in a draw through configuration, upstream of the supply air fan. The coil section shall be complete with a factory piped cooling coil and an ASHRAE 62.1 compliant double sloped stainless steel drain pan with a minimum depth of 2.3" on the connection side.
- B. Direct expansion (DX) cooling coils shall be fabricated of seamless high efficiency copper tubing that is mechanically expanded into high efficiency aluminum plate fins. Coils shall be a multi-row, staggered tube design with a minimum of 3 rows and a maximum of 12 fins per inch. All units shall have two independent refrigerant circuits and shall use an interlaced coil circuiting that keeps the full coil face active at all load conditions. All coils shall be factory leak tested with high pressure air under water.
- C. A positively sloped drain pan shall be provided with the cooling coil. The slope of the drain pan shall be in two directions and comply with ASHRAE Standard 62.1. The drain pan shall have a minimum slope of 1/8" per foot to provide positive draining. The drain pan shall extend beyond the leaving side of the coil. The drain pan construction shall be a stainless-steel design. The drain pan shall be connected to a threaded drain connection extending through the unit base. Drain pan shall be removable from the side of the unit without the removal of the cooling coil.

2.07 Filters

- A. Unit shall be provided with a draw-through filter section. The filter rack shall be designed to accept a 2" prefilter and a 4" final filter. The unit design shall have a hinged access door for the filter section. The manufacturer shall ship the rooftop unit with 2" MERV 8 construction filters. The contractor shall furnish and install, at building occupancy, the final set of filters per the contract documents.

2.08 Outdoor / Return Air Section

- A. Damper blades shall be gasketed with side seals to provide an air leakage rate of no more than 1.5 cfm / square foot of damper area at 1" differential pressure. Leakage rate to be tested in accordance with AMCA Standard 500. Damper blades shall be operated from multiple sets of linkages mounted on the leaving face of the dampers.

- B. Unit shall be provided with an outdoor air economizer section. The 0 to 100% outside air economizer section shall include outdoor, return, and exhaust air dampers. The outdoor air hood shall be factory installed and constructed from galvanized steel finished with the same durable paint finish as the main unit. The hood shall include moisture eliminator filters to drain water away from the entering air stream. The outside and return air dampers shall be sized to handle 100% of the supply air volume. The dampers shall be opposed blade design. Damper blades shall be gasketed and also have side seals to provide an air leakage rate of 4 cfm / square foot of damper area at 1" differential pressure per ASHRAE 90.1 Energy Standard. Leakage rate to be tested in accordance with AMCA Standard 500. A barometric exhaust damper shall be provided to exhaust air out of the back of the unit. A bird screen shall be provided to prevent infiltration of rain and foreign materials. Exhaust damper blades shall be lined with vinyl gasketing on contact edges. Control of the dampers shall be by a factory installed direct coupled actuator. Damper actuator shall be of the modulating, spring return type. An adjustable dry bulb control shall be provided to sense the dry-bulb temperature of the outdoor air stream to determine if outdoor air is suitable for "free" cooling. If outdoor air is suitable for "free" cooling, the outdoor air dampers shall modulate in response to the unit's temperature control system.

2.09 Condensing Section

- A. Condenser coils shall be an all aluminum design, and mounted on polymer brackets, to minimize di-electric corrosion. The aluminum tube shall be a micro channel design with high efficiency aluminum fins. Fins shall be brazed to the tubing for a direct bond. Each condenser coil shall be factory leak tested with high-pressure air under water. Condenser coils shall be protected from incidental contact to coil fins by a coil guard. Coil guard shall be constructed of cross wire welded steel with PVC coating
- B. Condenser fans shall be direct drive, axial type designed for low tip speed and vertical air discharge. Condenser fan rpm shall be 1140 rpm maximum. Fan blades shall be constructed of steel and riveted to a steel center hub. Condenser fan motors shall be heavy-duty, inherently protected, three-phase, non-reversing type with permanently lubricated ball bearing and integral rain shield.
- C. Each circuit shall have fan cycling of at least one condenser fan to maintain positive head pressure. An ambient thermostat shall prevent the refrigeration system from operating below 0° F.
- D. Condenser coils shall be recessed and protected from hail damage as an integral part of the unit design. Hail guards shall be provided on all units with vertical mounted condenser coils.
- E. Each unit shall have multiple, heavy-duty scroll compressors. Each compressor shall be complete with gauge ports, crankcase heater, sight-glass, anti-slug protection, motor overload protection and a time delay to prevent short cycling and simultaneous starting of compressors following a power failure. Compressors shall be isolated with resilient rubber isolators to decrease noise transmission
- F. Each unit shall have two independent refrigeration circuits for redundancy. Each circuit shall be complete with a low pressure control, filter-drier, liquid moisture indicator/sight-glass, thermal expansion valve, and a manual reset high pressure safety switch. The thermal expansion valve shall be capable of modulation from 100% to 25% of its rated capacity. Sight-glasses shall be accessible for viewing without disrupting unit operation. Each circuit shall be dehydrated and factory charged with Refrigerant 410A and oil.
- G. Option for sizes 20-50 - Each unit shall have at least 4 compressor stages of cooling capacity control for better part load control as required by ASHRAE 90.1-2013.

2.10 Roof Curb

- A. A prefabricated 14-gauge galvanized steel, mounting curb shall be provided for field assembly on the roof decking prior to unit shipment. The roof curb shall be a full perimeter type with complete perimeter support of the air handling section and condensing section. The curb shall

be a minimum of 14" high and include a nominal 2" x 4" wood nailing strip. Gasket shall be provided for field mounting between the unit base and roof curb.

2.11 Controls

- A. Provide a complete integrated microprocessor based Direct Digital Control (DDC) system to control all unit functions including temperature control, scheduling, monitoring, unit safety protection, including compressor minimum run and minimum off times, and diagnostics. This system shall consist of all required temperature sensors, pressure sensors, controller and keypad/display operator interface. All MCBs and sensors shall be factory mounted, wired and tested.
- B. The stand-alone DDC controllers shall not be dependent on communications with any on-site or remote PC or master control panel for proper unit operation. The microprocessor shall maintain existing set points and operate standalone if the unit loses either direct connect or network communications. The microprocessor memory shall be protected from voltage fluctuations as well as any extended power failures. All factory and user set schedules and control points shall be maintained in nonvolatile memory. No settings shall be lost, even during extended power shutdowns.
- C. The DDC control system shall permit starting and stopping of the unit locally or remotely. The control system shall be capable of providing a remote alarm indication. The unit control system shall provide for outside air damper actuation, emergency shutdown, remote heat enable/disable, remote cool enable/disable, heat indication, cool indication, and fan operation.
- D. All digital inputs and outputs shall be protected against damage from transients or incorrect voltages. All field wiring shall be terminated at a separate, clearly marked terminal strip.
- E. The DDC controller shall have a built-in time schedule. The schedule shall be programmable from the unit keypad interface. The schedule shall be maintained in nonvolatile memory to ensure that it is not lost during a power failure. There shall be one start/stop per day and a separate holiday schedule. The controller shall accept up to sixteen holidays each with up to a 5-day duration. Each unit shall also have the ability to accept a time schedule via BAS network communications.
- F. The keypad interface shall allow convenient navigation and access to all control functions. The unit keypad/display character format shall be 4 lines x 20 characters. All control settings shall be password protected against unauthorized changes. For ease of service, the display format shall be English language readout. Coded formats with look-up tables will not be accepted. The user interaction with the display shall provide the following information as a minimum:
 - 1. Return air temperature
 - 2. Discharge air temperature
 - 3. Outdoor air temperature
 - 4. Space air temp
 - 5. Dirty filter indication
 - 6. Airflow verification
 - 7. Cooling status
 - 8. Control temperature (Changeover)
 - 9. VAV box output status
 - 10. Cooling status/capacity
 - 11. Unit status
 - 12. All time schedules
 - 13. Active alarms w/time and date
 - 14. Previous alarms with time and date
 - 15. Optimal start
 - 16. System operating hours
 - a. Fan
 - b. Exhaust fan

- c. Cooling
 - d. Individual compressor
 - e. Heating
 - f. Economizer
 - g. Tenant override
- G. The user interaction with the keypad shall provide the following setpoints as a minimum:
1. Controls mode
 - a. Off manual
 - b. Auto
 - c. Heat/cool
 - d. Cool only
 - e. Heat only
 - f. Fan only
 2. Occupancy mode
 - a. Auto
 - b. Occupied
 - c. Unoccupied
 - d. Tenant override
 3. Unit operation changeover control
 - a. Return air temperature
 - b. Space temperature
 - c. Network signal
 4. Cooling and heating change-over temperature with deadband
 5. Cooling discharge air temperature (DAT)
 6. Supply reset options
 - a. Return air temperature
 - b. Outdoor air temperature
 - c. Space temperature
 - d. Airflow (VAV)
 - e. Network signal
 - f. External (0-10 vdc)
 - g. External (0-20mA)
 7. Temperature alarm limits
 - a. High supply air temperature
 - b. Low supply air temperature
 - c. High return air temperature
 8. Lockout control for compressors
 9. Compressor interstage timers
 10. Night setback and setup space temperature
 11. Building static pressure
 12. Economizer changeover
 - a. Enthalpy
 - b. Drybulb temperature
 13. Current time and date
 14. Tenant override time
 15. Occupied/unoccupied time schedule
 16. One event schedule
 17. Holiday dates and duration
 18. Service mode
 - a. Timers normal (all time delays normal)
 - b. Timers fast (all time delays 20 sec)

- H. If the unit is to be programmed with a night setback or setup function, an optional space sensor shall be provided. Space sensors shall be available to support field selectable features. Sensor options shall include:
1. Zone sensor with tenant override switch
 2. Zone sensor with tenant override switch plus heating and cooling set point adjustment.
(Space Comfort Control systems only)
- I. To increase the efficiency of the cooling system the DDC controller shall include a discharge air temperature reset program for part load operating conditions. The discharge air temperature shall be controlled between a minimum and a maximum discharge air temperature (DAT) based on one of the following inputs:
1. Airflow
 2. Outside air temperature
 3. Space Temperature
 4. Return air temperature
 5. External signal of 1-5 VDC
 6. External signal of 0-20 mA
 7. Network signal

PART 3: PERFORMANCE

Unit		
	Electrical	
	Voltage	460/60/3
	MCA (A)	65.8
	MROPD (A)	80
	Efficiency	
	EER / SEER	10.3
	Supply Fan	
	Airflow (CFM)	12000
	ESP (inH ₂ O)	0.5
	TSP (inH ₂ O)	1.3
	Altitude	0
	Motor Size (HP)	7.5 HP
	Filters	
	Face Area (ft²)	32
	Efficiency	30% MERV 8
Cooling	EAT	
	EDB (°F)	80
	EWB (°F)	67
	LAT	
	LDB (°F)	58.6
	LWB (°F)	57.7

	Total Capacity (Btu/hr)	355349
	Sensible Capacity (Btu/hr)	281395
	Ambient	
	DB (°F)	95
	Compressor	
	Stages	5 steps
	Qty	3
	Compressor Power (kW)	26.4
	Refrigerant	R410A

Sample Projects

Pricing Scenario #3

Provide Indoor Air Handling Unit

Region # _____, _____ County, NY

SCOPE OF WORK DESCRIPTION

PART 1: GENERAL

- 1.01 Section Includes
 - A. Indoor Air Handling Unit
- 1.02 References
 - A. AHRI 410 - Forced-Circulation Air-Cooling and Air-Heating Coils.
 - B. AHRI 430 - Central-Station Air-Handling Units.
 - C. NFPA 70 - National Electrical Code.
 - D. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.
 - E. UL 1995 - Standard for Heating and Cooling Equipment.
- 1.03 Operation and Maintenance Data
 - A. Installation Data: Provide installation instructions and operating manual
 - B. Maintenance Data: Provide instructions for maintenance and service
- 1.04 Qualifications
 - A. Manufacturer: Company specializing in manufacturing Air Handler products specified in this section must show a minimum five years documented experience and complete catalog data on total product.
- 1.05 Safety Agency Listed & Certification
 - A. Air handling units shall be cETLus safety listed to conform with UL Standard 1995 and CAN/CSA Standard C22.2 No. 236. Units shall be accepted for use in New York City by the Department of Building, MEA 342-99-E.
 - B. Air handler furnished with double width, double inlet (DWDI) fans and/or plenum fans where applicable, shall be certified in accordance with the central station air handling unit certification program, which is based on AHRI Standard 430. (NOTE: Above does not apply to fan array)
 - C. Air handling unit water heating & cooling coils shall be certified in accordance with the forced circulation air cooling and air heating coils certification program, which is based on AHRI Standard 410.

PART 2: PRODUCTS

- 2.01 General Description
 - A. Performance: Conform to AHRI 430. See schedules on prints. (NOTE: above does not apply to fan array)
 - B. Acoustics: Sound power levels (dB) for the unit shall not exceed the specified levels shown on the unit schedule. The manufacturer shall provide the necessary sound treatment to meet these levels if required.
- 2.02 Unit Construction
 - A. Fabricate unit with heavy gauge channel posts and panels secured with mechanical fasteners. All panels, access doors, and ship sections shall be sealed with permanently applied bulb-type

gasket. AHUs with gasketing shipped loose shall be inspected by a factory representative at assembly to ensure proper assembly. Panels shall be individually removable without removing adjacent panels for ease of service.

- B. Panels and access doors shall be double wall 2-inch nominal thick injected with foam insulation with a total R-value of at least R-13. The inner and outer liner shall be constructed of galvanized steel.
- C. Outdoor units shall have painted exterior of galvanized steel with a 1000 hour salt spray rating. Units shall also include hoods over all air inlets and outlets to the AHU. A pitched roof with standing seams shall be provided.
- D. Deflection of any panel shall not exceed $L/240$ at design static pressure at the panel midpoint.
- E. As selected fan curves shall be used to calculate the static pressures for all operating points in the AHU to determine the maximum possible +/- pressures in all sections. Maximum +/- static pressures shall be used to ensure that proper cabinet construction is provided, and that the fan will not over pressurize the cabinet at worst case design conditions.
- F. The cabinet construction shall be capable of providing leakage rates of less than 0.5 CFM/ft² up to +5" static pressure, and ASHRAE standard 111 Class 6 (0.20 CFM/ ft²) down to -6" static pressure. For AHUs with sections that exceed these static pressures, high pressure construction shall provide leak rates not exceeding ASHRAE standard 111 class 6 (0.23 CFM/ ft²) at +/- 8" static pressure
- G. Module to module field assembly shall be accomplished with an overlapping, full perimeter internal splice joint that is sealed with bulb type gasketing on both mating modules to minimize on-site labor and meet indoor air quality standards. Air handlers with field applied gasketing shall be field pressure tested to ensure proper gasket installation.
- H. Access doors shall be flush mounted to cabinetry, with minimum of two stainless steel piano-type hinges, latch and full size handle assembly. Access doors shall swing outward for unit sections under negative pressure. Access doors on positive pressure sections, shall have a secondary latch to relieve pressure and prevent injury upon access.
- I. A formed galvanized steel base rail shall be provided by the unit manufacturer for structural rigidity and condensate trapping.
- J. Construct drain pans from stainless steel with cross break and double sloping pitch to drain connection. Provide drain pans under cooling coil and humidifier sections. Drain connection centerline shall be a minimum of 3" above the base rail to aid in proper condensate trapping. Drain connections that protrude through the base rail shall add extra rail height to provide proper for trapping without core drilling the floor.
- K. There must be a full nominal 2" panel of insulation under drain pan to prevent sweating. Units that do not have this shall have insulation added to a minimum 2" thickness. Units will not sweat when exposed to interior air temperatures down to 50°F, and exterior room conditions up to 70% relative humidity.
- L. Drain pan to be able to support the weight of service people up to 300 lb. that will need to be in the section for maintenance. If drain pan will not meet these requirements, properly sized service grating shall be provided over the drain top of the drain pan and tack welded the AHU structure down to provide service support.

2.03 Fan Assemblies

- A. Maximum fan RPM shall be below first critical fan speed. Fan assemblies shall be dynamically balanced by the manufacturer on all three planes. A copy of the balance report shall be available on request. Provide access to motor and fan assembly through hinged access door.
- B. Fan and motor shall be mounted internally on a steel base. Motor shall be factory mounted. Provide access to motor, drive, and bearings through hinged access door. Fan and motor assembly shall be mounted on 2" deflection spring vibration type isolators inside cabinetry.

2.04 Bearings, Shafts, and Drives

- A. Shafts shall be solid, hot rolled steel, ground and polished, keyed to shaft, and protectively coated with lubricating oil. Hollow shafts are not acceptable.
- B. The fan wheel shall be direct coupled to the motor shaft or belt drive and listed on the schedule. The wheel width shall be determined by motor speed and fan performance characteristics.

2.05 Electrical

- A. Fan motors Open Drip Proof, premium efficiency (meets or exceeds EPart requirements), RPM and voltage as listed on the schedule.
- B. Air handler(s) shall be ETL and ETL-Canada listed by Intertek Testing Services, Inc. Units shall conform to bi-national standard ANSI/UL Standard 1995/CSA Standard C22.2 No. 236.
- C. Air handler manufacturer shall provide, mount and wire variable speed drive with electrical characteristics as shown on manufacturer's data sheets.

2.06 Cooling and Heating Coils

- A. Acceptable water cooling, water heating, steam, and refrigerant coils shall be certified in accordance with AHRI Standard 410 and bear the AHRI label. Coils exceeding the scope of the manufacturer's certification and/or the range of AHRI's standard rating conditions will be considered provided the manufacturer is a current member of the AHRI Forced Circulation Air-Cooling and Air-Heating Coils certification programs and that the coils have been rated in accordance with AHRI Standard 410.
- B. Provide access to coil(s) for service and cleaning. Unit shall be provided with coil connections that extend a minimum of 5" beyond unit casing for ease of installation. Drain and vent connections shall be provided exterior to unit casing. Coils shall be removable through side and/or top panels of unit without the need to remove and disassemble the entire section from the unit.
- C. Water heating and cooling coil shall be provided as shown on schedule. Coil fins shall have a minimum thickness of 0.0075 inch aluminum. Tubes shall be mechanically expanded into the fins to provide a continuous compression bond over the finned length for maximum heat transfer.
 - 1. Coil tubes shall be 5/8 inch OD seamless copper. Tubes to have minimum 0.020 inch nominal wall thickness.
 - 2. Coil connections shall be carbon steel, NPT threaded connection. Vent and drain fittings shall be furnished on the connections, exterior to the air handler.
 - 3. Coil casing shall be a formed channel frame of galvanized steel.

2.07 Filters

- A. Furnish filter section with 2-inch pleated MERV 8 filter.
- B. Provide side loading and removal of filters.
- C. Filter Minihelic gauge(s) shall be factory installed. One gauge shall be supplied per filter bank.

2.08 Additional Sections

- A. Access doors shall be provided for access between components. Minimum access door size shall be 20" unless noted on schedules.
- B. Plenum section shall be provided and properly sized for inlet and/or discharge air flow (between 600 and 1500 feet per minute). The plenum shall provide single or multiple openings as shown on drawings and project schedule.
- C. Mixing box section shall be provided with outside air and return air openings with or parallel blade low leak airfoil damper blades. Dampers shall be galvanized steel airfoil blades, fully gasketed and have continuous vinyl seals between damper blades in a galvanized steel frame. Dampers shall have stainless steel jamb seals.
- D. Damper Leakage: Leakage rate shall be less than two tenths of one percent leakage at 2 inches static pressure differential. Leakage rate tested in accordance with AMCA Standard 500.

- E. Energy recovery wheel shall be constructed of corrugated synthetic fibrous media, with a desiccant intimately bound and uniformly and permanently dispersed throughout the matrix structure of the media. Wheel Seals: The wheel seals shall be full contact nylon brush seals or equivalent. Bypass and recirculation dampers shall be furnished as shown on unit schedule and drawings. Certification: The wheel shall be AHRI certified by the wheel supplier to AHRI Standard 1060 and must bear the AHRI certification stamp.

PART 3: PERFORMANCE

Supply Fan	Fan	Type			Direct Drive Plenum	
		Qty			1	
		Class			2	
		Airflow (CFM)			18000	
		RPM			1951	
		BHP			19.47	
		E.S.P. (inH2O)			2	
		T.S.P. (inH2O)			3.7	
	Motor	Voltage			460/60/3	
		Power (HP)			20	
		RPM			1750	
		Control			None	
Combination Coil	Cooling	Sensible Capacity (Btu/hr)			510183	
		Type			Standard	
		Total Capacity (Btu/hr)			740543	
		EAT-DB °F			80	
		EAT-WB °F			67	
		LAT-DB °F			54.1	
		LAT-WB °F			53.6	
		F.V. (ft/min)			466	
		A.P.D. (inH2O)			1.26	
		Suct. Temp. °F			N/A	
		EWT °F			45	
		LWT °F			55.3	
		Flow Rate (GPM)			144.1	

		W.P.D. (ftH ₂ O)			16	
		Rows			6	
		FPI			8	
	Heating	Total Capacity (Btu/hr)			1015708	
		Type			1 & 2 rows	
		EAT-DB °F			40	
		LAT-DB °F			91.6	
		F.V. (ft/min)			480	
		EWT °F			160	
		LWT °F			139.4	
		Flow Rate (GPM)			98.4	
		W.P.D. (ftH ₂ O)			7.3	
		Steam PD (psi)			N/A	
		Rows			2	
		FPI			12	
Mixing Box	Filter				Flat panel	
	Type				Pleated (MERV 8)	
	Clean PD (inH ₂ O)				0.29	
	Dirty PD (inH ₂ O)				1	
	Mean PD (inH ₂ O)				0.64	

ATTACHMENT E

EXPERIENCE RECORD

PUBLIC ENTITY PAST PERFORMANCE PROJECT EXAMPLES THAT ILLUSTRATE BIDDER'S QUALIFICATIONS FOR THIS CONTRACT

Bidder's shall complete this Experience Record which entails submitted this form for two (2) turn-key HVAC projects for public agencies in New York. Projects shall meet the requirements outlined in the IFB. Use additional space as necessary.

Bidder must answer all questions completely and all information must be clear, accurate, and comprehensive. If all fields are not completed, the Bid is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "See Attached".

Project Title:	
Example Project Number:	Project Location (City & State):
Public Agency who Owned the Contract:	Point of Contact at Public Agency (Name, Title, Working Phone Number, & Working E-mail Address) who can be reached and would be knowledgeable about the Project:
Performance & Payment Bond #:	Surety Company:
Project Size (Sq. Ft.):	Start & End Dates of Contract (to include original End Date as specified in the original Contract and Final End Date) – if applicable, include why project was delayed:
Types of HVAC System Components:	Original and Final Contract Amount – if applicable, include why Final Contract Amount was different:
Brief Description of the Project to include Examples of its Relevance to this IFB:	
Prime Contractor Name & Location (City & State):	If applicable, State License #:
Subcontractor(s) Name & Location (City & State):	If applicable, State License #(s):

ATTACHMENT F
REQUIRED COUNTY DOCUMENTS
(this is not a comprehensive list of all required documents)

- Certification of Bidder
- Bidders and Vendors Acknowledgement
- Certificate of Non-Collusion
- Certification of Compliance with the Iran Divestment Act-
Authorization to Bid

CERTIFICATION OF BIDDER

Bid # 2026-S1132

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

I fully understand the requirements of this bid and certify on behalf of my company that we can meet the requirements stated throughout this Invitation For Bid.

COMPANY: _____

TYPE/PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

E-MAIL: _____ DATE: _____

Bidder herein acknowledges receipt of the following:

Addendum Nos. _____

BIDDERS AND VENDORS ACKNOWLEDGEMENT

ALL VENDORS AND BIDDERS ACKNOWLEDGE AND AGREE TO BE BOUND BY THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY (adopted 11/20/18) and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY (adopted 11/20/18)

By signing below, all bidders and/or vendors hereby acknowledge and agree that he/she/they/it have carefully reviewed Greene County's policy(ies) prohibiting sexual harassment and/or discriminatory harassment, as referenced above, and agree to be subject to and bound by all terms and conditions contained therein.

All bidders and vendors hereby agree to indemnify and hold harmless Greene County, inclusive of reasonable attorney fees, from any and all claims related to any violation(s) of the above referenced policies allegedly arising from the conduct of their/its principals, employees, agents, hires and/or assigns.

All bidders and vendors hereby acknowledge and agree that if he/she/they/it reasonably believe that he/she/they/it are subjected to harassment/discrimination in violation of either of the above referenced policy(ies), he/she/they/it shall be responsible for reporting the harassing and/or discriminatory conduct as outlined in said policies.

I HAVE CAREFULLY REVIEWED THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY, which I viewed, in their entirety, at the Greene Government Website on _____, 2026.

Signature of Bidder/Vendor

Company Name

Dated

THIS EXECUTED ACKNOWLEDGEMENT MUST BE ATTACHED TO ANY AND ALL GREENE COUNTY BID and/or PROPOSAL SUBMISSIONS

CERTIFICATE OF NON-COLLUSION

Date: _____

To: County of Greene

RE: Attached Bid

I, _____ hereby certify, as follows:

That the attached bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

That the bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

That no attempt has been or will be made to induce any other person or firm to submit or not to submit a bid.

That the statements are accurate, under penalty of perjury.

That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Name of Company or Corporation

Signature of Officer

Address of Company or Corporation

Title

This certification is made pursuant to an amendment to the State Finance Law, the General Municipal Law and the Public Authorities Law, relating to non-collusion in public bids and proposals, which became effective September 1, 1965. (Chapter 751 of the Laws of 1965).

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found on the OGS website at www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation, then the County shall take such an action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Bid, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

AUTHORIZATION TO BID

RESOLVED, that _____ be authorized
Name of Individual

to sign and submit the bid or proposal of _____
Name of Corporation

for the supply of HVAC Products, Installation, and Related Products and Services to include such bid or proposal, the Certificate of Non-Collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
Name of Corporation

_____ at a meeting of this board of directors held on the

_____ day of _____, 2026.

Secretary

ATTACHMENT G



Requirements for Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Lead Public Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template, Example

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance, Optional

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for Cooperative Contract

1.0 Scope of 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

Greene County, New York (hereinafter defined and referred to as “**Lead Public Agency**” f/k/a Principal Procurement Agency), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Lead Public Agency and Supplier resulting from this Invitation For Bid (“**Master Agreement**”) be made available to other public agencies regionally and 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 the OMNIA Partners cooperative purchasing program. The Lead Public Agency has executed a Lead Public 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 subject to the terms and conditions of the 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 and that purchases made under the Master Agreement are subject to such terms and conditions. Unless otherwise provided in the Master Agreement, the terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Public 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 Lead Public 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 regionally and/or nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on at least a regional level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Lead Public Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Lead Public 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 regionally and/or nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

- A. Driving speed to market to reach Public Agencies through process innovation
- B. Encouraging competitive manufacturer offerings
- C. Providing enhanced data driven analytics to suppliers and manufacturers

D. Identifying participant engagement opportunities for suppliers and manufacturers

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 Invitation for Bid. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$150 million. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Public 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 IFB made by Lead Public Agency will, at OMNIA Partners' option, be the basis of award on a regional and/or national level through OMNIA Partners. If multiple Suppliers are awarded by Lead Public 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 Lead Public 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 Public Agency's purchase and not a modification of the Master Agreement applicable to all Participating Public Agencies. Participating Public 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 Public 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 Public 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 Public 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. Additionally, the Supplier acknowledges and agrees that the Lead Public Agency and Participating Public Agencies may share Master Agreement sales information with OMNIA Partners to ensure accurate and transparent contract pricing and sales reporting.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded regional and/or 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 regionally and/or 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 Lead Public 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 Lead Public Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the IFB 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 at least regionally, if not 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 regionally and/or 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 Lead Public 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, if any, 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 Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the certifications below 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 how the Bidder anticipates maintaining reasonable market costs during the terms of the Agreement.
- K. Describe how the Bidder providing their products and services under the potential resulting cooperative contract through this solicitation would provide the most advantageous solution for Participating Public Agencies? Why? Factors may include, but are not limited, to, advantageous terms, conditions, prices, quality, performance timing, entity's experience and ability to duplicate the contract, age of the Master Agreement, etc.
- L. Describe if volume pricing advantages will be applied to purchases.
- M. Describe available ordering methods, payment terms, and methods accepted, including if credit card fees apply.
- N. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- O. Does Bidder have an active registration in SAM.gov? If so, provide Bidder's Unique Entity ID.
- P. 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 any individual(s) convicted of a felony and provide the names and convictions.
- Q. Describe any debarment or suspension actions taken against supplier.

3.2 Distribution, Logistics

- A. Each Bidder awarded an item under this solicitation may offer their complete product solution, and service offering/a balance of line. Describe the full line of products solutions, and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service within the State of New York. Describe any states where products and services can also be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Public 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 Public Agencies verify and audit pricing to ensure 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 regionally and/or 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 regionally and/or nationwide immediately upon award, to include, but not limited to:
 - i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
 - ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
 - iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iv. Design, publication and distribution of co-branded marketing materials within first 90 days
 - v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
 - vii. Dedicated OMNIA Partners page on Supplier's website with:
 - OMNIA Partners standard logo;

- Copy of original Invitation For Bid;
 - Copy of Master Agreement and amendments between Lead Public Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website;
 - A dedicated toll-free number and email address for OMNIA Partners
- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies regionally and/or 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 Lead Public Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive for Participating Public Agencies
- G. Confirm Supplier will train its sales force or staff 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 sales force or staff are structured, including contact information for the highest-level executive in charge of any sales team.
- I. Explain in detail how the sales teams or other 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 regional and/or 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 and reporting 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 that 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

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 “**Lead Public Agency**” f/k/a a Principal Procurement Agency) has entered into a Master Agreement dated as of even date herewith, Agreement No. _____, by and between the Lead Public 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 making purchases using a Master Agreement, 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 Lead Public Agency;

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

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Lead Public 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 Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a supplier, dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Public 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 Lead Public 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 Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

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

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

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

TERM OF AGREEMENT; TERMINATION

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

NATIONAL PROMOTION

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

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "**Administrative Fee**" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Lead Public Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales. Supplier acknowledges that OMNIA Partners is not a supplier or vendor of Supplier and shall not condition payment of Administrative Fees under this Agreement on any attestation or certification to Supplier's policies or procedures.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all sales under the Master Agreement 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 Lead Public Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead

Public Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement during the term of this Agreement and for a period of four (4) years after expiration of the term of this 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 during such time period. In addition, during such time period, OMNIA Partners, in OMNIA Partners' sole discretion, may itself, or engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier's sales records to Participating Public Agencies to verify Supplier's compliance with the terms of this Agreement. In the event of such an audit, Supplier shall cooperate and provide all materials reasonably requested relating to such audit, including without limitation all records relating to any purchases made by Participating Public Agencies from Supplier, 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

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

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

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

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

A. OMNIA Partners:

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

B. Supplier:

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

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

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

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

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution of this Agreement by its representatives whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

[INSERT SUPPLIER ENTITY NAME]

OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature

Signature

Name

Sarah E. Vavra

Name

Title

Sr. Vice President, Public Sector Contracting

Title

Date

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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

WHEREAS, Master Agreements are made available by Lead Public Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public 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 Lead Public 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. Each party acknowledges and agrees that OMNIA Partners, in its capacity as the cooperative administrator, has the right to receive Master Agreement sales information for Participating Public Agencies to try to ensure suppliers provide accurate and transparent contract pricing and sales reporting and OMNIA Partners reserves the right to conduct Master Agreement price verifications with suppliers and supplier audits using Lead Public Agencies and Participating Public Agencies sales information for purchases under Master Agreements. Participating Public Agency agrees to provide OMNIA Partners reasonable information related to purchases under Master Agreements upon request from OMNIA Partners in connection with such price verifications and/or audits of suppliers. Nothing herein shall require OMNIA Partners to conduct such price verifications or audits or be responsible for any supplier's accuracy in pricing or reporting.

4. 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.

5. 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.

6. The Lead Public Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

7. 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.

8. 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. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Lead Public Agencies to such Participating Public Agency and its employees and representatives.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. 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.

Exhibit D
Lead Public Agency Certificate, Example

In its capacity as a Lead Public Agency f/k/a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), [NAME OF LPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Public Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF LPA] (“**Lead Public 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 Lead Public 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, [LEAD PUBLIC AGENCY]

Signature

Name

Title

Date

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Public 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 \$350,000, 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 Public Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) *Reporting requirement.*

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public 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 \$350,000, 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 Public Agency expends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Public Agency expends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) 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 (C) above, when a Participating Public Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(D) 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 (D) above, when a Participating Public Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 (E) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) 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 (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Public Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) 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 (H) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit
Version 02252026

Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Public Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

Bid Guarantee

For Bidders intending to provide products and services covered under FEMA or other federal funds, bids should include a Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. **CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$350,000 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 \$350,000 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 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).
- 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, 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, 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 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 rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by the 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 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 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 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts 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. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and

mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

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

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies utilize Clean Water State Revolving or Drinking Water State Revolving Funds, the following apply as indicated by the Participating Public Agency:

1. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.
2. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.
3. Equal Opportunity in Employment -All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors - Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
4. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/ Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/ Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.
5. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
6. Any contracts or subcontracts in excess of \$2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.
7. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this

paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE (OPTIONAL)

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals should complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the solicitation. If Supplier is unable to do work in the State of New Jersey, they should indicate this as part of their response. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

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

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

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

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	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

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

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

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

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

the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**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

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract one of the following three documents:

- i) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- ii) A certificate of employee information report approval, issued in accordance with N.J.A.C. N.J.S.A. 17:27-4; or
- iii) An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. N.J.S.A. 17:27-4.

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

- i) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.
- ii) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- iii) The contractor or subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, 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; and
- iv) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time. 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 efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award, but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; and

Employee Information Report Form AA-302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program, as may be requested by the office from time to time, in order to carry out the purposes of these regulations. Public agencies shall furnish such information, as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program, for conducting a compliance investigation pursuant to **Sub-chapter 10 of the Administrative Code of N.J.A. 17L27.**

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 is not 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 continuing political committees (PACs) and candidate 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 committees and continuing political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county which 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/pay_2_play.html. These forms 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 “Ownership 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. A sample Certification form is part of this package and the instructions to complete it are included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

DOC #4, continued

A. 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 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 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 \$200 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 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.**

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:			
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 \$200 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[illegible]

□

subsequent page(s)

Check here if the information is continued on

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM
[https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_play.
html](https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_play.html) A COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

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

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature

Date

Print Name and Title



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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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

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

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

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

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

See the guidelines at:

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

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

Name: _____ Title: _____

Signature: _____ Date: _____



DOC #10
MACBRIDE-PRINCIPLES

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

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

CHECK THE APPROPRIATE BOX

☐

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

OR

☐

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

CERTIFICATION

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

Signature

Date

Print Name and Title

Exhibit H

Advertising Compliance Requirement

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

Nationwide:

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

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

While this information is not to be considered all inclusive, some state specific information can be found here: [Cooperative Purchasing Resources for State Government | OMNIA Partners](#)

Some states or other Participating Public Agencies may require additional participating addendums or local agreements.

Certain Public Agencies and Political Subdivisions: (LISTED BEGINNING ON NEXT PAGE)

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

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR

CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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
LYNNEDYLL, 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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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
LAFORCHE 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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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. LAKE 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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT,
OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION
DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION
DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT,
OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH
DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK &
RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT,
OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY,
OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR

OWYHEE CEMETERY MAINTENANCE DISTRICT,
OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT,
OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT
#5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY,
OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS,
OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD
DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE
DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION
DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT,
OR
PONDEROSA PINES EAST SPECIAL ROAD
DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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'EST 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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

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

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

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS
Bluefield, VA Grundy, VA
Norton, VA
Town of Tazewell, VA
Big Stone Gap, VA
Clintwood, VA
St. Paul, VA

COUNTIES
Buchanan County, VA
Dickenson County, VA
Lee County, VA
Russell County, VA
Scott County, VA
Tazewell County, VA
Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINIA) to include:

CITIES & TOWNS
Abingdon, VA
Blacksburg, VA
Bristol, VA
Christiansburg, VA
Damascus, VA
Galax, VA
Marion, VA
Pulaski, VA
Radford, VA
Wytheville, VA

COUNTIES
Bland County, VA
Carroll County, VA
Floyd County, VA
Giles County, VA
Grayson County, VA
Montgomery County, VA
Patrick County, VA
Pulaski County, VA
Smyth County, VA
Washington County, VA
Wythe County, VA

CENTRAL VIRGINIA REGION (VIRGINIA) to include:

CITIES & TOWNS
Appomattox, VA
Ashland, VA
Blackstone, VA
Charlottesville, VA
Colonial Heights, VA
Chester, VA
Farmville, VA
Hopewell, VA
Lynchburg, VA
Petersburg, VA
Richmond, VA
Scottsville, VA
Wintergreen, VA

COUNTIES
Albemarle County, VA
Amelia County, VA
Amherst County, VA
Appomattox County, VA
Buckingham County, VA
Campbell County, VA
Chesterfield County, VA
Cumberland County, VA
Dinwiddie County, VA
Fluvanna County, VA
Goochland County, VA
Greene County, VA
Hanover County, VA
Henrico County, VA
Louisa County, VA
Madison County, VA
Nelson County, VA
Nottoway County, VA

Orange County, VA
Powhatan County, VA
Prince Edward County, VA
Prince George County, VA
Sussex County, VA

TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION) (VIRGINIA) to include:

CITIES & TOWNS
Kilmarnock, VA
Warsaw, VA
Urbanna, VA
West Point, VA
Colonial Beach, VA
VA
Tappahannock, VA
VA
Gloucester, VA
Irvington, VA
Essex County, VA Gloucester County, VA
King George County, VA

COUNTIES
Middlesex County, VA
Lancaster County, VA
Northumberland County, VA
Richmond County, VA
King William County, VA
King & Queen County, VA
Mathews County, VA
Westmoreland County, VA
King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINIA) to include:

CITIES & TOWNS
Accomac, VA
Cape Charles, VA
Chincoteague Island, VA
Exmore, VA
Onanock, VA
Tangier Island, VA
Wachapreague, VA
Tidewater

COUNTIES
Northampton County, VA
Accomack County, VA

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINIA) to include:

CITIES & TOWNS

Charles City, VA
Chesapeake, VA
Franklin, VA
Hampton, VA
Newport News, VA
Norfolk, VA
Poquoson, VA
Portsmouth, VA
Smithfield, VA
Suffolk, VA
Virginia Beach, VA
Williamsburg, VA
Yorktown, VA

COUNTIES

Charles City County, VA
Isle of Wight County, VA
James City County, VA
New Kent County, VA
Southampton County, VA
Surry County, VA
York County, VA

NORTHERN VIRGINIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Alexandria, VA
Arlington, VA
Centreville, VA
Chantilly, VA
Clifton, VA
Culpeper, VA
Dulles, VA
Falls Church, VA
Fairfax, VA
Fredericksburg, VA
Herndon, VA
Leesburg, VA
Lorton, VA
Manassas Park, VA
Manassas, VA
Marshall, VA
McLean, VA
Middleburg, VA
Occoquan, VA
Purcellville, VA
Reston, VA
Spotsylvania, VA
Springfield, VA
Triangle, VA
Vienna, VA
Warrenton, VA
Woodbridge, VA
Washington, VA

COUNTIES

Rappahannock County, VA
Fauquier County, VA
Stafford County, VA
Spotsylvania County, VA
Caroline County, VA
Prince William County, VA
Fairfax County, VA
Loudoun County, VA
Culpeper County, VA

SHENANDOAH VALLEY REGION (VIRGINIA) to include:

CITIES & TOWNS

Berryville, VA
Buena Vista, VA
Front Royal, VA
Harrisonburg, VA
Lexington, VA
Luray, VA
Natural Bridge, VA

Shenandoah, VA
Staunton, VA
Waynesboro, VA
Winchester, VA

COUNTIES

Augusta County, VA
Clarke County, VA
Frederick County, VA
Page County, VA
Rockbridge County, VA
Rockingham County, VA
Shenandoah County, VA
Warren County, VA

SOUTHERN VIRGINIA (VIRGINIA) to include:

CITIES & TOWNS

Danville, VA
Emporia, VA
Martinsville, VA
South Boston, VA
South Hill, VA
Clarksville, VA
Mecklenburg County, VA

COUNTIES

Brunswick County, VA
Charlotte County, VA
Greensville County, VA
Henry County, VA
Halifax County, VA
Lunenburg County, VA
Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINIA) to include:

CITIES & TOWNS

Bedford, VA
Buchanan, VA
Clifton Forge, VA
Covington, VA
Fincastle, VA
Hot Springs, VA
New Castle, VA
Roanoke, VA
Rocky Mount, VA
Salem, VA
Troutville, VA
Vinton, VA
Warm Springs, VA

COUNTIES

Alleghany County, VA
Bath County, VA
Bedford County, VA
Botetourt County, VA
Craig County, VA
Franklin County, VA
Highland County, VA
Roanoke County, VA

SCHOOL DISTRICTS (VIRGINIA) to include:

Accomack County Public Schools, VA
Lunenburg County Public Schools, VA
Albemarle County Public Schools, VA
Lynchburg City Public Schools, VA
Alexandria City Public Schools, VA
Madison County Public Schools, VA
Alleghany County Public Schools, VA
Manassas City Public Schools, VA
Amelia County Public Schools, VA
Amherst County Public Schools, VA
Appomattox County Public Schools, VA
Arlington Public Schools, VA
Augusta County Public Schools, VA
Bath County Public Schools, VA
Bedford City Public Schools, VA
Bedford County Public Schools, VA
Bland County Public Schools, VA
Botetourt County Public Schools, VA
Bristol Public Schools, VA
Brunswick County Public Schools, VA
Buchanan County Public Schools, VA
Buckingham County Public Schools, VA

Greene County Specifications for: HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

Buena Vista City Public Schools, VA
Campbell County Public Schools, VA
Caroline County Public Schools, VA
Carroll County Public Schools, VA
Charles City County Public Schools, VA
Charlotte County Public Schools, VA
Charlottesville City Schools, VA
Chesapeake Public Schools, VA
Chesterfield County Public Schools, VA
Clarke County Public Schools, VA
Colonial Beach Public Schools, VA
Colonial Heights Public Schools, VA
Covington City Public Schools, VA
Craig County Public Schools, VA
Culpeper County Public Schools, VA
Cumberland County Public Schools, VA
Danville Public Schools, VA
Dickenson County Public Schools, VA
Dinwiddie County Public Schools, VA
Essex County Public Schools, VA
Fairfax County Public Schools, VA
Falls Church City Public Schools, VA
Fauquier County Public Schools, VA
Floyd County Public Schools, VA
Fluvanna County Public Schools, VA
Franklin City Public Schools, VA
Franklin County Public Schools, VA
Frederick County Public Schools, VA
Fredericksburg City Schools, VA
Galax City Public Schools, VA
Giles County Public Schools, VA
Gloucester County Public Schools, VA
Goochland County Public Schools, VA
Grayson County Public
Schools, VA Greene County Public Schools, VA
Greensville County Public Schools, VA
Halifax County Public Schools, VA
Hampton City Schools, VA
Hanover County Public Schools, VA
Harrisonburg City Public Schools, VA
Henrico County Public Schools, VA
Henry County Public Schools, VA
Highland County Public Schools, VA
Hopewell City Public Schools, VA
Isle of Wight County Public Schools, VA
King and Queen County Public Schools, VA
King George County Public Schools, VA
King William County Public Schools, VA
Lancaster County Public Schools, VA
Lee County Public Schools, VA
Lexington City Schools, VA
Loudoun County Public Schools, VA
Louisa County Public Schools, VA
Washington County Public Schools, VA
Waynesboro Public Schools, VA
Westmoreland County Public Schools, VA
West Point Public Schools, VA
Williamsburg-James City County Public Schools, VA